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GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NON-STANDARD DOC FEE

Prepared by: Margaret M. Chase, Ruby Chase Taliercio
111 Wilson Street, Greensboro, NC 27401

RSM

GUILFORD COUNTY
NORTH CAROLINA

AMENDED AND RESTATED

BYLAWS OF

SEVEN GATES CONDOMINIUM ASSOCIATION, INC.

Section

1. IDENTITY.....	1
2. MEMBERSHIP, VOTING, QUORUM, PROXIES	1
3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP	3
4. EXECUTIVE BOARD.....	3
5. OFFICERS.....	8
6. FISCAL MANAGEMENT.....	9
7. PARLIAMENTARY RULES.	10
8. AMENDMENTS TO BYLAWS.....	11
9. AVAILABILITY OF DOCUMENTS AND RECORDS.....	11
10. ENFORCEMENT.....	12
11. COMPLIANCE.	12

1. IDENTITY.

These are the Bylaws of Seven Gates Condominium Association, Inc, a non-profit corporation under the laws of the State of North Carolina, the Articles of Incorporation of which were filed in the Office of the Secretary of State on February 20, 2006. Seven Gates Condominium Association, Inc., hereinafter called "Association," has been organized for the purpose of administering the operation and management of Seven Gates Condominium, a condominium established or to be established in accordance with the laws of the State of North Carolina upon the property situate, lying and being in Friendship Township, Guilford County, North Carolina, and shown on Exhibit "A" attached hereto and incorporated herein by reference.

a) The provisions of these Bylaws are applicable to Seven Gates Condominium, and the terms and provisions hereof are expressly subject to the terms, provisions, conditions and authorization contained in the Articles of Incorporation and which may be contained in the formal Amended and Restated Declaration of Condominium which is recorded in the Public Records of Guilford County, North Carolina (the "Declaration"), the terms and provisions of said Declaration to be controlling wherever the same may be in conflict. All present or future owners, tenants, future tenants or their employees, or any other person of Condominium Units that might use Seven Gates Condominium or any of the facilities thereof in any manner, are subject to the provisions of these Bylaws and of the Articles of Incorporation and Declaration of Condominium.

b) The office of the Association shall be at such place as the Executive Board shall designate from time to time.

c) The fiscal year of the Association shall be the calendar year.

d) Defined terms used in these Bylaws shall have the same meaning given such terms in Section 47C-1-103 of the North Carolina General Statutes.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

a) The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

- (i) The Owners of all Units in the Condominium shall be members of the Association, and no other person or entity shall be entitled to membership.
- (ii) Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Units, or who may own a fee ownership interest in two or more Units, so

long as such party shall retain title to or a fee ownership interest in any Unit.

- (iii) The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Articles of Incorporation of the Association.
- (iv) On all matters which the membership shall be entitled to vote, each Unit shall have a vote equal to its Allocated Interests in the Common Elements as set forth in Exhibit B of the Declaration, as amended from time to time. The vote of each Unit may be cast or exercised by the Owner of each Unit in such manner as may be provided herein. Should any member own more than one Unit, such member shall be entitled to exercise or cast the votes associated with each Unit owned by him in the manner provided herein.

b) A quorum at members' meetings shall consist of the presence at the beginning of the meeting of persons owning at least ten percent (10%) of the total Allocated Interests in the Common Elements of the Condominium. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. The vote of the Owners of a Unit owned by more than one person shall be exercised as they among themselves determine.

c) The Board of Directors shall have the authority to require a corporation or other entity that owns a Unit to file a certificate with the Secretary of the Association signed by the entity designating the person entitled to vote for such Unit. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed when required, the vote of such Owners shall not be considered in determining the requirement for a quorum, or for any other purpose.

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

e) Approval or disapproval of an Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such Owner if in an Association meeting.

f) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, the Declaration of Condominium, or whether the same may otherwise be required by laws, the affirmative vote of the persons entitled to cast a majority of the votes at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a) The Annual Meeting of members of the Association shall be held at such time and place as may be designated in the notice of meeting, for the purpose of electing Executive Board members, if any, of informing the membership of the status of the budget for the coming year and for such other purposes as the Board Members may determine.

b) Special meetings of members of the Association shall be held whenever called by the President or Vice-President or by a majority of the Executive Board and must be called by such officers within thirty (30) days following receipt of a written request from members of the Association representing at least twenty percent (20%) of the votes in the Association, describing the purpose for which such special meeting is requested.

Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other Officer of the Association in the absence of said Officers, to each member, unless waived in writing, such notice to be delivered in accordance with applicable North Carolina statutes and to state the time and place of the meeting and the items on the agenda of such meeting, including the general nature of any proposed amendment to the Declaration, the Articles or these Bylaws, any budget changes and any proposal to remove a Board Member: Except as otherwise specifically required by law or these Bylaws, such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed, emailed, or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be sent first class mail and shall be deemed to be properly given when deposited in the United States Mail addressed to the member at this address as it appears on the records of the Association (Register of Owners) as of the date of mailing such notice, the postage thereon prepaid. If requested, proof of such mailing shall be given by the Affidavit of the person giving the notice. Any member may, by signed written waiver of notice, waive such notice and, when filed in the records of the Association, whether before or after the holding of the meeting, such waiver shall be deemed equivalent to the giving of notice to the member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended (wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration), the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

4. EXECUTIVE BOARD

The Executive Board shall consist of at least five (5) and not more than nine (9) persons. At least a majority of the Executive Board shall be Unit Owners or members, owners or employees of a corporate or partnership member of the Association.

a) Election of Board Members shall be conducted in the following manner:

i) All Members of the Executive Board shall be elected by a plurality of the

votes at the Annual Meeting of the members of the Association. The term of office of such Board Members shall be three (3) years, until their successors are duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided by law.

- ii) Vacancies in the Executive Board may be filled until the date of the next Annual Meeting by the remaining Board Members.
- iii) In the election of Board Members, there shall be appurtenant to each Unit a total vote equal to the number of Board Members to be elected multiplied by the Unit's Allocated Interest in the Common Elements as set forth in Exhibit "B" of the Declaration, as amended from time to time; provided, however, that no member or Owner of one (1) Unit may cast a vote greater than the Unit's Allocated Interest in the Common Elements for any one person nominated as a Board Member, it being the intent hereof that voting for Board Members shall be noncumulative.

b) The organizational meeting of each newly elected Executive Board shall be held within forty-five (45) days of each election, at such time and at such place as shall be fixed by the Board Members at the meeting at which any of its Members were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

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

Special meetings of the Board Members may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Executive Board. Not less than three (3) days' notice of a meeting shall be given to each board Member, personally, by email or an alternate source of delivery, which notice shall state the time, place and purpose of the meeting.

d) Any Board Member may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

e) A quorum at a meeting of the Board Members shall consist of the presence at the beginning of the meeting of Board Members entitled to cast a majority of the votes of the entire Executive Board. The acts of the Executive Board approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the Executive Board, except as specifically otherwise provided in the Articles of Incorporation, these Bylaws, or the Declaration of Condominium. If any Board Members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Board Members required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the Board Members who are present may adjourn the meeting from time to time until a quorum, or the required

percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Board Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Board Member for the purpose of determining a quorum.

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

g) Board Members' fees, if any, shall be determined by the Executive Board.

h) All of the powers and duties of the Association shall be exercised by the Executive Board, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these Bylaws and the Declaration. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Declaration, and shall include, without limiting the generality of the foregoing, the following:

- i) To make, levy and collect assessments against members and members' Units to defray the costs of the Condominium, as provided in the Declaration, which Article is herein incorporated by reference, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;
- ii) To maintain, repair, replace, operate and manage the Common Elements, including the Limited Common Elements, whenever the same is required to be done and accomplished by the Association for the benefit of its members; and further to approve any expenditure made or to be made for said purposes;
- iii) To reconstruct any part of the Common Elements after casualty in accordance with the Declaration, and to make further improvement to the Common Elements, real and personal, and to make and to enter into any and all contracts necessary or desirable to accomplish said purposes;
- iv) To make, amend and enforce regulations governing the use of the Common Elements and Units so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration;
- v) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration, provided that the acquisition of real property other than

Units shall require the approval of the Association;

- vi) To acquire now or at any time hereafter, and to enter into leases and agreements whereby the Association acquires leaseholds, memberships and other possessory or use interests in lands or facilities including, but not limited to recreational facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation or other use or benefit to the owners of Units;
- vii) To contract for the professional management of the Condominium and to designate to such manager all of the powers and duties of the Association, except those which may be required by law or by the Declaration to have approval of the Executive Board or membership of the Association. The contract for such management shall contain term and termination provisions, including the right of the Association to terminate the contract, with or without cause and without penalty, upon not more than ninety (90) days' advance notice;
- viii) To enforce by legal means or proceedings the provisions of the Articles of Incorporation and Bylaws of the Association, the Declaration and the regulations hereinafter promulgated governing use of the Common Elements in the Condominium;
- ix) To pay all taxes and assessments which are or may become liens against any part of the Condominium, other than Units, and to assess the same against the Owners and their respective Units subject to such liens;
- x) To purchase insurance for the protection of the members and the Association against casualty and liability in accordance the Declaration and the North Carolina Condominium Act;
- xi) To pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed separately to Owners of Units;
- xii) To designate and remove personnel necessary for the maintenance, repair, replacement and operation of the Condominium including the Common Elements;
- xiii) To establish an adjudicatory panel to provide a hearing to determine if an Owner should be fined for violations of the Declaration, these Bylaws or any rules and regulations of the Association pursuant to the North Carolina Condominium Act. As allowed by law, such fine may be assessed on a daily basis for a continuing violation. The adjudicatory panel shall accord to the Owner charged with the violation notice of the charge, an opportunity to be heard and to present evidence, and notice of the panel's decision. Any fine established hereunder by an adjudicatory panel shall be an assessment against the Owner charged with the

violation and a lien against said Owner's Unit, subject to all the provisions and enforcement of the Declaration;

To establish an adjudicatory panel to provide a hearing to determine if an Owner is responsible for damages to any Common Elements or whether the Association is responsible for damages to a Unit, in cases where the claim for such damages is Five Hundred Dollars (\$500.00) or less. The adjudicatory panel shall accord to the Owner charged or the Association notice of the claim, an opportunity to be heard and to present evidence and notice of the panel's decision. The panel may assess a per incident liability not in excess of Five Hundred Dollars (\$500.00). A liability assessed against an Owner shall be an assessment against said Owner and a lien against his Unit, subject to all provisions and enforcement of the Declaration. A liability assessed against the Association may be offset by the Owner whose Unit was damaged by act of the Association to reduce the amount of any assessments owed by such Owner to the Association;

- xiv) To convey or subject to a security interest all or portions of the Common Elements, if such conveyance or encumbrance is approved by Owners owning at least eighty percent (80%) of the Allocated Interests in the Common Elements (including one hundred percent (100%) of the Owners of Units appurtenant to any Limited Common Elements which are proposed to be conveyed or encumbered). In connection with any encumbrance of the Common Elements, the Association also may assign its right to future income, including the right to receive Common Expense assessments, if such assignment is approved by Owners owning at least eighty percent (80%) of the Allocated Interests in the Common Elements. The approval of Owners required above shall be evidenced in a writing executed by all such Owners, in the same manner as a deed, and recorded in the public records of Guilford County, North Carolina. The agreement must specify a date after which it will be void unless then recorded. Any proceeds derived from the conveyance or encumbrance of Limited Common Elements shall be distributed as agreed upon between the Association and the Owners of the Units to which such Limited Common Elements are appurtenant. Any proceeds derived from the conveyance or encumbrance of Common Elements other than Limited Common Elements shall be an exclusive asset of the Association. No conveyance or encumbrance of Common Elements or Limited Common Elements pursuant to this paragraph shall deprive any Unit of its rights of access and support;
- xv) To appoint an Architectural Control Committee to exercise the powers described in the Declaration and such other committees as the Executive Board, in its discretion, shall determine;
- xvi) To exercise any other powers allowed by law, the Articles of Incorporation and the Declaration as may be necessary and proper for the governance and operation of the Association; and

- xvii) To maintain and operate the Disposal System in conformity with law and the provisions of the permit for construction, operation, repair, and maintenance of the Disposal System and its facilities. The Disposal System shall be maintained out of the common expenses of the Association, and the Disposal System shall receive the highest priority for expenditures by the Association except for Federal, State and local taxes and insurance. The assessments levied by the Association shall be used as required or deemed appropriate by the Association for the repair and/or maintenance of the Disposal System. Repairs and maintenance shall include but are not limited to the cost of repairs, replacements, and additions, and the cost of labor, equipment, materials, management, and supervision. In the event Association funds are not adequate for the repair and maintenance of the Disposal System, the Association shall be authorized to levy special assessments to cover such necessary costs. There shall be no limit on the amount of such assessments, and such special assessments can be made as necessary at any time. If a wastewater collection system and wastewater treatment and/or disposal facility provided by any government unit shall hereinafter become available to serve the Condominium, the Association shall take such action as is necessary to cause the existing and future wastewater of the Condominium to be accepted and discharged into said governmental system, and shall convey or transfer as much of the Disposal System and such necessary easements as the governmental unit may require as condition of accepting the Development's wastewater. The Association shall not enter into voluntary dissolution without first having transferred its said system and facilities to some person, corporation or other entity acceptable to and approved by the North Carolina Environmental Commission by the issuance of a permit. The Association shall not transfer, convey, assign or otherwise relinquish or release its responsibility for the operation and maintenance of the Disposal System until a permit has been reissued to the Association's successor.

i) Any one or more of the members of the Executive Board may be removed, either with or without cause, at any time by a vote of at least sixty-seven (67%) of all members present and entitled to vote at any meeting of Owners at which a quorum is present.

5. OFFICERS

a) The executive officers of the Association shall be a President, who shall be a Board Member, a Vice-President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Executive Board and who may be pre-emptorily removed by a vote of the Board Members at any meeting. Any person may hold two or more offices, except that the President shall not also be Vice-President or Secretary. The Executive Board shall, from time to time, elect such other officers and designate their powers and duties as the Executive Board shall find to be required to manage the affairs of the Association.

b) The President shall be the chief executive officer of the Association. He shall

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

c) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board Members.

d) The Secretary shall keep the minutes of all proceedings of the Board Members and the members. He shall attend to the giving and serving of all notices to the members and Board Members, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall be responsible for the preparation, execution, certification and recordation of any amendments to the Declaration which the Association is required or allowed to prepare and record. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Board Members or the President.

e) The Treasurer shall keep, or supervise the keeping of, the assessment rolls and accounts of the members; he shall ensure the accounting records of the Association are maintained in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

f) The compensation of all officers and employees of the Association shall be fixed by the Board Members. This provision shall not preclude the Executive Board from employing a Board Member as an employee of the Association, nor preclude the contracting with a Board Member for the management of the Condominium.

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

6. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and address of the Owner, the amount of each assessment against the Owner, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

b) The Executive Board shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to the following:

- (i) The Annual budget subject to the limitations in the Declaration, may include the estimated amounts necessary for maintenance and operation of and capital improvements to the Common Elements including landscaping, street and walkways, office expense, utility services, casualty insurance, liability insurance, fidelity coverage, administration and reserves (operating and Capital Improvement and Replacement), management fees and costs of maintaining leaseholds, memberships and other possessory or use interests in lands or facilities whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation or other use or benefit to the Owners; and
- (ii) Proposed assessments against each member and his Unit.
- (iii) Within thirty (30) days after its adoption of a budget, the Executive Board shall provide a summary thereof to all members and shall set a date for a meeting of the members to consider ratification of the budget, which meeting shall be held not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless the meeting is the annual meeting of members of the Association, there shall be no requirement that a quorum be present at the meeting. The budget shall be ratified unless at that meeting members holding a majority of the Allocated Interests in the Common Elements of the Condominium reject the budget. In the event the proposed budget is rejected, the budget last ratified shall be continued until such time as the members ratify a subsequent budget proposed by the Executive Board.

c) The depository of the Association shall be such financial institutions as shall be designated from time to time by the Executive Board and in which the monies of the Association shall be deposited or invested. Withdrawal of monies from such accounts shall only be made by such persons and such purposes as are authorized by the Executive Board.

d) An audit of the accounts of the Association shall be made annually by an independent accountant, and a copy of the report shall be made available (not later than one hundred twenty (120) days after the end of the Association's fiscal year for which the report is made) to each member, his authorized agent and any holder, insurer or guarantor of a first mortgage secured by a Unit, upon such party's written request therefor.

e) Fidelity bonds shall be required by the Executive Board from all officers and employees of the Association who handle or are responsible for Association funds. The amount of such bonds shall be determined as set forth in the Declaration. The premiums on such bonds shall be paid by the Association. The professional management agent of the Association, if it handles Association funds, shall obtain its own fidelity insurance coverage, which shall provide the same coverage required of the Association by law or by the Declaration.

7. PARLIAMENTARY RULES.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of North Carolina.

8. AMENDMENTS TO BYLAWS.

Amendments to these bylaws shall be proposed and adopted in the following manner:

a) Amendments to these Bylaws may be proposed by the Executive Board of the Association acting upon a vote of the majority of the Board Members, or by members of the Association owning a majority of the Allocated Interests in the Common Elements of the Condominium, whether meeting as members or by instrument in writing signed by them.

b) Upon any amendment to these Bylaws being proposed by said Executive Board or members, such proposed amendment shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Executive Board and the membership for a date not sooner than twenty (20) days or later than fifty (50) days from receipt by such Officer of the proposed amendment, and it shall be the duty of the Secretary to arrange for each member to receive written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

c) In order for such amendment to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the Executive Board and by an affirmative vote of the members owning in the aggregate not less than sixty-seven percent (67%) of the Allocated Interests in the Common Elements of the Condominium. Thereupon, such amendment to these Bylaws shall be transcribed and certified by the President and Secretary of the Association.

d) Upon the approval of any amendment, the same shall become binding upon all Owners.

e) At any meeting held to consider any amendment to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

9. AVAILABILITY OF DOCUMENTS AND RECORDS.

The Executive Board shall cause to be maintained at the office of the Association a file containing current copies of the Declaration, the Articles of Incorporation, these Bylaws, any Rules and Regulations applicable to the Condominium, and other books, records and financial statements of the Association. Such file and the documents and information contained therein shall be available for inspection, upon request, during normal business hours, by all Owners and their authorized agents, by holders, insurers and guarantors of first mortgages secured by Units, and by prospective purchasers of Units, all of whom may also, upon request and payment of a reasonable charge determined by the Executive Board,

obtain copies thereof.

10. ENFORCEMENT.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, the Bylaws of the Association as set forth herein or as they may exist from time to time. In addition, the Executive Board shall have the right to assess reasonable fines against an Owner for violations of the Association's governing documents, including its published Rules and Regulations by such Owner, his family, guests, invitees and lessees. Such fines shall be deemed to be assessments as set forth in the Declaration and if not paid within thirty (30) days after notice and demand therefor, the Association shall be entitled to the remedies set forth in the Declaration for the enforcement and collection of delinquent assessments. Failure by the Association or by any Owner to enforce any rule or regulation shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come on to the Common Elements to facilitate the enforcement of the laws, codes and ordinances of any governmental authority and the Rules and Regulations of the Association.

11. COMPLIANCE.

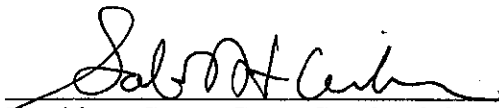
These Amended and Restated Bylaws are set forth to comply with the requirements of the North Carolina Condominium Act, Chapter 47C of the General Statutes of the State of North Carolina.

In the event that any of these Bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing Amended and Restated Bylaws of the Seven Gates Condominium Association, Inc were adopted by the Executive Board on December 5, 2023 and by the affirmative vote of not less than seventy percent (70%) of the Members on or about January 29, 2024.

This the 5th day of February, 2024.

Seven Gates Condominium Association, Inc.

By: 
President, Seven Gates Condominium Association, Inc.



ATTESTED

John E. Batchelor

Secretary, Seven Gates Condominium Association, Inc.

I, John E. Batchelor, Secretary of Seven Gates Condominium Association, Inc., certify that Sabrina H. Gibson personally acknowledged that s/he is the President of Seven Gates Condominium Association, Inc., a corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand this the 5th day of February 2024.

John E. Batchelor
Secretary, Seven Gates Condominium Association, Inc.

NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that Sabrina H. Gibson personally appeared before me this day and acknowledged that s/he is the President of Seven Gates Condominium Association, Inc. and that s/he has executed the foregoing instrument as its President.

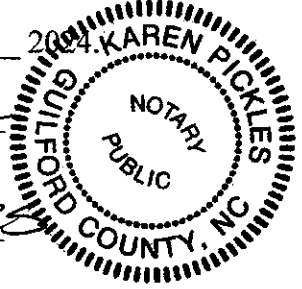
WITNESS my hand and seal this the 5th day of February 2024.

Karen Pickles
Notary Public

My commission expires:

09.29.2027

Karen Pickles
Printed Name



NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that John E. Batchelor personally appeared before me this day and acknowledged that s/he is the Secretary of Seven Gates Condominium Association, Inc., and that s/he has executed the foregoing instrument as its Secretary.

WITNESS my hand and seal this the 5th day of February 2024.

Karen Pickles
Notary Public

My commission expires:

09.29.2027

Karen Pickles
Printed Name

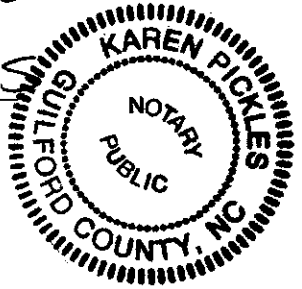


EXHIBIT "A"

Seven Gates Condominium Association, Inc.

Lying and being located in Friendship Township, Guilford County, North Carolina, and being more particularly described as follows:

TRACT I:

BEGINNING at an existing pin iron located in the northern right-of-way margin of New Garden Road, said existing iron pin marking the southwestern corner of the property of Richard P. Blackburn and wife, as described in that certain deed recorded in Deed Book 3454, Page 1900, Guilford County Registry, and from said Beginning point running thence along the northern right-of-way margin of New Garden Road, South 53 deg. 52 min. 16 sec. West 216.95 feet to an existing pin iron; thence running along a curve to the right having a radius of 28.00 feet a chord bearing and distance of North 72 deg. 36 min. 56 sec. West 34.27 feet to an existing pin iron; thence running North 34 deg. 52 min. 20 sec. West 4.85 feet to an existing pin iron; thence running South 55 deg. 11 min. 00 sec. West 6.40 feet to an existing pin iron; thence continuing South 55 deg. 11 min. 00 sec. West 30.72 feet to a new pin iron; thence running North 31 deg. 34 min. 09 sec. West 528.80 feet to an existing pin iron; thence running North 18 deg. 17 min. 42 sec. West 31.65 feet to an existing iron pipe; thence running North 70 deg. 18 min. 19 sec. East 195.28 feet to an existing iron pipe; thence running North 70 deg. 25 min. 33 sec. East 93.51 feet to a new iron pipe; thence running South 32 deg. 46 min. 13 sec. East 201.83 feet to an existing iron pipe; thence running South 28 deg. 09 min. 07 sec. East 310.18 feet to the point and place of BEGINNING.

TRACT II:

BEGINNING at an existing iron pipe, said existing iron pipe being located at the northwestern corner of the property of Morris Newlin and wife, as described in that certain deed recorded in Deed Book 2751, Page 889, Guilford County Registry, and from said beginning point running thence North 18 deg. 14 min. 24 sec. West 342.79 ft. to a new iron pipe; thence running North 80 deg. 18 min. 14 sec. East 191.59 ft. to an existing iron pipe; thence running North 09 deg. 32 min. 32 sec. East 25.21 ft. to an existing iron pipe; thence running North 89 deg. 27 min. 14 sec. East 99.84 ft. to an existing iron pipe; thence running North 89 deg. 20 min. 04 sec. East 178.54 ft. to an existing iron pipe; thence running North 89 deg. 19 min. 10 sec. East 120.27 ft. to an existing iron pipe; thence running North 89 deg. 23 min. 57 sec. East 249.84 ft. to an existing iron pipe (bent); thence running South 23 deg. 21 min. 19 sec. East 116.10 ft. to an existing iron pipe; thence running South 70 deg. 03 min. 48 sec. West 634.71 ft. to an existing iron pipe; thence running South 70 deg. 00 min. 52 sec. West 195.30 ft. to the point and place of BEGINNING, the same containing 4.684 acres, as per map of survey thereof prepared by John V. Dillon, Professional Land Surveyor, dated February 16, 2005, and being the same property as described in that certain deed from Onis M. Nelson to Frank L. McCarty as described in that certain deed recorded in Deed Book 3053, Page 821, Guilford County Registry.

EXHIBIT "B"Units' Allocated Interest in
the Common Elements

Unit Identification	Allocated Interest
1	1.923%
2	1.923%
3	1.923%
4	1.923%
5	1.923%
6	1.923%
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47	1.923%
48	1.923%
49	1.923%
50	1.923%
51	1.923%
52	<u>1.923%</u>
	100%