

**BYLAWS OF**  
**ALBEMARLE PLANTATION PROPERTY OWNERS APPOA, INC.**  
A Not-For-Profit Corporation

ARTICLE 1

GENERAL

The name of this corporation is ALBEMARLE PLANTATION OWNERS ASSOCIATION, INC. ("APPOA" or "Corporation") incorporated under the North Carolina Nonprofit Corporation Act. The principal office of the corporation is located at 128 Lakeside Drive, Hertford, NC 27944.

ARTICLE 2

PURPOSE AND POWERS

Section 1. PURPOSE: The primary purpose of the APPOA shall be to promote the common interests and welfare of its Members and to provide for the operation, maintenance, preservation, and repair of the common areas and Limited Common Areas of the ~~Albemarle Plantation ("AP")~~ APPOA pursuant to the Master Declaration and the Bylaws within what is known as ~~Albemarle Plantation~~ APPOA.

Section 2. POWERS: APPOA shall do whatever is necessary, conducive, incidental or advisable to accomplish and promote its objectives and purpose, except carrying on a business or trade for profit, and in connection therewith, shall have but shall not be limited to the following powers:

- (a) To exercise the powers and functions granted to it in (a) Chapter 55A of the North Carolina General Statutes as it applies to nonprofit Corporations, (b) ~~the Declaration of APPOA (as defined below) the recorded "2025 Restated Master Declaration" for Albemarle Plantation~~; (c) the Articles of Incorporation; and (d) these By-Laws in the performance of its duties and obligations. Should there be conflicts or inconsistencies between any of these documents then the order of authority shall be the North Carolina General Statutes, the ~~"2025 Restated Master Declaration"~~ Declaration, the Articles of Incorporation, and lastly these Bylaws.
- (b) To own, hold, enjoy, lease, operate, maintain, convey, sell, assign, transfer, mortgage or otherwise encumber, or dedicate for public use, any real or personal property owned by it;
- (c) To lease or acquire real or personal property by gift, purchase or other means;
- (d) To construct, maintain and operate amenities of all kinds within ~~the~~ APPOA;
- (e) To care for vacant, unimproved or un-kept Lots;

- (f) To maintain, rebuild, repair, beautify and otherwise care for all streets, project parks, pedestrian easements and drainage improvements within APPOA not subject to maintenance by governmental authority;
- (g) To pay taxes and assessments, if any, levied by any governmental authority on property owned by it;
- (h) To enforce charges, easements, restrictions, covenants, conditions and agreements existing upon or created for the benefit of the real property in APPOA;
- (i) To appoint such committees as may be necessary to, or convenient in, the discharge of any of its obligations or powers;
- (j) To levy Assessments, Fees or Dues upon its Members and to declare the same a lien against the property subject thereto in accordance with the ~~Declaration~~ "2025 Restated Master Declaration", Agreements and/or Deeds affecting property in APPOA;
- (k) To prescribe motor vehicle speed limits within ~~the Plantation~~ APPOA;
- (l) To sue to collect any charges not paid and in connection therewith to foreclose any lien granted to it;
- (m) To borrow money, contract debts, and issue bonds, notes and debentures, and secure the payment or performance of its obligations or hypothecate any or all of its real or personal property as security for money borrowed or debts in the aggregate of no more than \$1,000,000.00 without approval of the Members; provided, however, that to exceed an aggregate loan, debt, bond, note, or other monetary obligation in excess of \$1,000,000.00, the loan, debt, bond, note, or other monetary obligation exceeding the \$1,000,000.00 aggregate limit shall be approved by a majority of the Members present in person or by proxy at the meeting of the Board of Directors at which the matter is considered;
- (n) To expend its moneys for the payment and discharge of all proper costs, expenses and obligations incurred in carrying out all or any of these powers in furtherance of its purposes and objectives;
- (o) To contract and pay premiums for fire, casualty, liability and other insurance, including indemnity and other bonds;
- (p) To contract and pay for maintenance, gardening, utilities, materials, supplies and services relating to property or facilities owned or operated by it and to employ personnel reasonably necessary for the administration of its affairs including legal counsel and accountants;
- (q) To do all other acts necessary or expedient for the administration of its affairs and the attainment of its purposes; and
- (r) Retain and/or assume management ~~-to perform any of the services or duties set forth above or in the "2025 Restated Master Declarations".~~ Declaration.

### ARTICLE 3

## Definitions

"Amenities" shall mean recreational facilities located within the APPOA community operated as ongoing business entities on a fee or dues basis such as, but not limited to, the 18-hole golf course and associated club house, marina, ship store, and dock, pro shop, maintenance area, driving range with attendant facilities, swimming pool and pool house, NABR, the Dockside Restaurant, community center, dog park, tennis courts, pickleball courts, bocce courts and retail wine program. "Amenities" shall include all recreational facilities of the APPOA community, whether or not same are made subject to APPOA's Declaration. However, "Amenities" shall not include any recreational facilities provided by a homeowners association of an area of the APPOA community which contains condominiums, townhouses, or other similar types of dwellings which are not traditional single family detached dwellings.

~~shall mean all recreational facilities operated within the Albemarle Plantation community such as, but not limited to, the 18-hole golf course and associated club house, marina, Ship Store, golf pro shop, retail wine program, maintenance area, driving range with attendant facilities, swimming pool and pool house, NABR, the Dockside Restaurant, dog park, tennis courts, pickleball courts, bocce courts and other such future amenities approved by the APPI Board.~~

"Declaration" shall mean APPOA's Master Declaration of Covenants, Conditions, and Restrictions for Albemarle Plantation, as the same may be amended, modified, or restated from time to time by the Board of Directors for APPOA.

"Member" ~~A Member of the APPOA is~~ shall mean each person or entity who is an owner of a ~~h~~Lot and or a ~~d~~Dwelling, located in the Albemarle Plantation, as described in the ~~Master Declaration of Covenants, Conditions and Restrictions for Albemarle Plantation, (i.e., the Declaration), as the same may be amended, modified, or restated from time to time~~Declaration. A Member in good standing is one who is current in all dues and fees, has no liens issued by the APPOA against him or her, and is not suspended from the Amenities for violation of a procedure or policy. Any questions of ownership or Membership shall be determined by the Board of Directors.

## ARTICLE 4

### Meetings of Members

Section 1. ANNUAL MEETINGS: The ~~A~~annual ~~M~~meeting of Members shall be held within sixty (60) days after the beginning of each calendar year for the purpose of seating newly elected ~~D~~irectors and for the transaction of such other business as may be properly brought before the meeting.

Section 2. SPECIAL MEETINGS: Special meetings of Members may be called at any time by

- (a) the President of the Board of Directors,
- (b) any two (2) Directors of the Board of Directors, or
- (c) upon a written request submitted to the President and signed by 10% of Members of APPOA, all of whom are in good standing.

Section 3. NOTICE OF MEETINGS: Notice of each meeting of Members shall be given by, or at the direction of the President, or his/her designee, at least fifteen (15) days, but not more than thirty (30) days, before such meeting. The Notice may be sent in any manner as permitted under N.C.G.S. 47F-3-108, as the same shall be modified from time to time. Such notice shall specify the day, hour, place and purpose of the meeting.

Section 4. QUORUM: A quorum of the Members is present at any meeting of APPOA ~~when~~ Members entitled to cast at least ten percent (10%) of the total number of Member votes are present in person or by proxy at the commencement of the meeting. In the event business cannot be conducted at any meeting because a quorum is not present, the meeting may be adjourned to an alternate date by the President or other presiding Officer. Notwithstanding any provision to the contrary in the Bylaws, the quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to be reduced by fifty percent (50%) from that required at the immediate, previous meeting, until such time as a quorum is present and business can be conducted.

Section 5. MEMBERS ENTITLED TO VOTE: Members in good standing may cast one vote on each matter coming before the Members for each ~~property Lot owned, as defined in the Declaration. One vote per lot, or dwelling unit. A member not in good standing will have voting rights suspended during the period that the Member is not in good standing because they are not current in all fees and dues and/or has a lien by APPOA against them, and is not suspended from the Amenities for violation of a procedure or policy. However~~APPOA may suspend the membership privileges of a Member, including the right to vote, who is not in good standing because they are not current in all fees and dues, has a lien filed against them by APPOA, or is otherwise in violation of the Declaration, these Bylaws, or APPOA's policies and procedures. ~~However,~~ the voting rights will not be suspended for a Member who is current on an approved payment plan by the Accounting Office.

Section 6. VOTING IN PERSON OR PROXIES: At all meetings of Members, each Member in good standing may vote in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary within the time frame specified in the notice of meeting. Proxies shall be revocable at any time prior to the meeting upon the Member providing written notice to the APPOA

officer or director presiding over the meeting, the proxy holder, and the Secretary of APPOA in writing. (legal?). The proxy of any Member, who conveys his Lot or Dwelling Unit prior to the meeting, shall automatically terminate. A conveyance will be deemed to have occurred upon the closing of the transaction.

Section 7. ADOPTION OF MOTIONS, OTHER VOTES: All matters coming before the Members for a vote shall be deemed adopted when approved by the majority vote of a quorum unless otherwise required by these Bylaws or the Declaration.

## ARTICLE 5

### Board of Directors: Term of Office, Removal

Section 1. NUMBER: The affairs of the APPOA shall be managed by not less than five (5) ~~nor~~ more than seven (7) Directors who shall (except to the extent that the current Declarant or subsequent Declarant, has the right to appoint one Individual as a Director) be duly elected on a staggered basis by the Members at each Annual Election. To be eligible to serve on the Board, an individual must be a Member in good standing.

Section 2. TERM OF OFFICE: Directors shall be elected annually to serve a three year term. The Director appointed by the Declarant shall serve without term limit so long as the Declarant continues to own at least one (1) lot in APPOA. At such time as the Declarant fails to own one (1) lot, the Board of Directors shall appoint a successor to the Declarant Director. This appointee will serve until the next Annual Meeting of the Members at which time the Members shall elect a Director for a three (3) year term. In the event of a change of control of Declarant, this right shall terminate. For purposes of this Section, "control" shall mean the power to direct or cause the direction of the management and policies of the Declarant or any affiliate thereof, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise.

Section 3. SELECTION PROCESS: Applicants for open Director positions shall self-nominate themselves through completion and submission of a Board approved nomination form. All nominees, who are determined to be Members in good standing, are listed on the ballot. The Members can cast votes for as many candidates as there are openings on the Board. The Member can cast fewer votes than openings on the Board, but cannot cast more votes than there are openings on the Board. The number of candidates, for which there are openings on the Board, and who receive the highest number of votes, are elected to fill the open positions. The Board reserves the right to change the process and to commission a committee to modify and manage the process.

Section 4. REMOVAL AND REPLACEMENT: Any Director may be removed from the Board, with or without cause, by a unanimous vote of the other

electd Directors of the Board. In the event of death, resignation, or removal of a Director the successor shall be ~~selected~~appointed by the remaining Directors of the Board to serve out the unexpired term of the removed Director.

## ARTICLE 6

### Board of Directors: Meetings

Section 1. ANNUAL MEETING: The Annual Meeting of the Board of Directors shall take place at a time scheduled by the outgoing Board but within 72 hours of the Members Annual Meeting.

Section 2. REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held at least quarterly at such place and hour as may be fixed from time to time by the Board. For purposes of this requirement, the Annual Meeting of the Board may be considered as one of the required quarterly meetings.

Section 3. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the APPOA, or by any two Directors, after not less than three (3) days notice to each Director, unless the three-day notice is specifically waived by all Directors.

Section 4. ELECTRONIC PARTICIPATION AT BOARD MEETINGS: Members of the Board of Directors may participate in any regular or special meeting of the Board by means of conference telephone, video conferencing, or other electronic communications technology by which all persons participating can hear and be heard by each other simultaneously. Participation in a meeting by such means shall constitute presence in person at the meeting for all purposes. The notice of any meeting conducted in whole or in part by electronic means shall include adequate instructions for Directors to access and participate in the meeting. The Board shall take reasonable measures to verify the identity of each Director participating electronically.

Section 5. ACTION BY UNANIMOUS CONSENT WITHOUT A MEETING: Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all Directors then in office consent to the action in writing. Such written consent may be executed in counterparts and may be delivered electronically, including by email or other electronic transmission, provided that the consent clearly indicates the Director's vote or approval and is capable of being retained in retrievable form. An action taken by unanimous written consent shall be effective when the last Director signs or otherwise delivers their consent, unless a different effective date is specified in the consent. All written consents shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as a vote of the Directors at a duly called meeting.

Section 6. QUORUM: A quorum of the Board of Directors is deemed present throughout any meeting if the Directors entitled to cast a majority of the votes are present at the beginning of the meeting.

Section 7. ADOPTION OF MOTIONS, OTHER VOTES: All matters coming before the Board for a vote shall be deemed as adopted upon a majority vote of a quorum unless otherwise required by these Bylaws or the Declaration.

## ARTICLE 7

### Board of Directors: Powers and Duties

Section 1. POWERS: The Board of Directors shall have the power to do the following:

- (a) Adopt and publish policies and procedures governing the use of the Common Areas and Amenities including the personal conduct of the Members and their guests thereon, and to establish procedures for determining possible infractions of such policies and procedures and penalties, therefore.
- (b) Suspend any Member's voting rights and right to use of the Amenities during any period in which such Member is not in good standing or is otherwise in violation of the Declaration, Bylaws, rules and regulations, or policies and procedures of APPOA.
- (c) Exercise on behalf of the APPOA all powers, duties and authority vested in or delegated to the APPOA and not specifically reserved to the Membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws.
- (d) Manage the budgets and financial matters in a prudent and efficient manner, making decisions on expenditures, contracts, and any other appropriate expenses.
- (e) Employ a General Manager, managers, independent contractors, and such other employees as may be deemed necessary, and to prescribe their duties.
- (f) Exercise any and all other powers permitted under the North Carolina Nonprofit Corporation Act, Chapter 55A of the North Carolina General Statutes, ~~and the North Carolina Planned Community Act~~ not otherwise contrary to these Bylaws or the Declaration.

Section 2. DUTIES: The Board of Directors shall have the following duties:

- (a) Develop and approve policies and procedures to guide the management of the APPOA.
- (b) Prepare and approve an Annual Budget for the APPOA.

- (c) As more fully provided in the Declaration, fix the amount of the annual assessment, dues, and fees against each Lot or Dwelling Unit in advance of each annual assessment period.
  - i. Send notices of each assessment to every Member subject thereto in advance of each assessment period and establish a due date for each such assessment.
  - ii. Establish and implement liens and foreclosure procedures in compliance with North Carolina statutes.
- (d) Issue, or cause an appropriate Officer to issue, on demand by any Member, a certificate certifying whether an assessment has been paid. A certificate that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of such certificates.
- (e) Procure and maintain Officers and Directors liability insurance and liability and hazard insurance on all property owned by the APPOA.
- (f) Cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) Engage the services of attorneys, certified public accountants, auditors and such other persons, and services the Board deems necessary for the appropriate operation of the Common Areas and the Recreational Amenities including to cause an independent audit~~ing~~ firm to conduct an annual audit of the finances of the APPOA and its subsidiaries.
- (h) Maintain all property owned by the APPOA.

## ARTICLE 8

### Officers and Their Duties

Section 1. ENUMERATION OF OFFICES: The Officers of the Board shall be a President, Vice President, Secretary, and Treasurer. The Declarant appointed Director is not eligible to serve as an Officer. The Board may create such additional Officer positions as the business affairs of APPOA may require.

Section 2. ELECTION OF OFFICERS: The Annual Meeting of the Board of Directors shall take place at a time scheduled by the outgoing Board but within 72 hours of the Members Annual Meeting. The election of Officers shall take place at the Annual Meeting of the Board of Directors.

Section 3. TERM: The Officers of the Board shall be elected annually. Each Officer shall hold office for a term of one (1) year unless he/she shall sooner resign or shall be re-moved or otherwise be disqualified or unable to serve. Nothing herein shall prevent an individual from being re-elected to an Officer position in which he/she has previously served; in no case shall an officer serve more than two consecutive full terms in the same office.

Section 4. SPECIAL APPOINTMENTS: The Board may elect such additional Officers as the business affairs of the APPOA may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine. Any such additional Officers may or may not be Directors of the Board, as the Board of Directors shall, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL: Any Officer may be removed from office by the Board at any time with or without cause by a two thirds vote of the Board Members. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of 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.

Section 6. VACANCIES: A vacancy in any office shall be elected at the next Board meeting. The Officer elected to such vacancy shall serve until the next election of officers at the next APPOA Board meeting.

Section 7. MULTIPLE OFFICES: No person shall simultaneously hold more than one of any of the Officer positions. except in the case of special Officer positions created pursuant to Section 4 of this Article.

Section 8. DUTIES: The duties of the Officers are as follows:

- (a) President: The President shall preside at all meetings of the Board and Annual and Special meetings of the ~~m~~Members, shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds, and other non-operational instruments on behalf of APPOA.
- (b) Vice President: The Vice President shall act in the place of the President in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be assigned to him or her, from time to time, by the Board.
- (c) Secretary: The Secretary shall:
  - i. record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members;
  - ii. keep the corporate seal of the APPOA and affix it to all papers so requiring;
  - iii. provide minutes of all meetings of the Board to Members;
  - iv. keep appropriate current records showing the Members of the APPOA together with their addresses; and
  - v. undertake such further duties as assigned, from time to time, by the Board.

- (d) Treasurer: The Treasurer shall present a financial report at the Annual Meeting of Members. The Treasurer shall oversee the management of the finances through the General Manager and the Accounting Manager of the APPOA and its subsidiaries including, but not limited to,
- i. receiving and depositing all funds of the APPOA in bank accounts established by the Board;
  - ii. disbursing such funds as directed by resolution of the Board;
  - iii. signing checks of the APPOA as required by procedure;
  - iv. keeping proper books of the accounts of all financial matters;
  - v. causing an annual audit of the APPOA books to be made at the completion of each fiscal year; and
  - vi. preparing an annual budget and statement of income and expenditures. Copies of financial documents shall be delivered to each Director and others as directed by the Board.

## ARTICLE 9

### Committees

Section 1: In order to serve on any APPOA committee an individual must meet or be:

- (a) A Member of APPOA in good standing as defined in the APPOA Bylaws; provided, however, a Member who is on a payment plan approved by the Accounting Office, and remains current, may serve on a committee.
- (b) A person, whether or not a Member, in the employ of AP and is appointed by the Board of Directors; or
- (c) Such other person(s) as the Board of Directors may determine, from time to time, may benefit a committee because of their experiences, skills and willingness to serve.

Section 2: Each committee member must sign a Confidentiality Agreement as may be required by the Board of Directors from time to time.

Section 3: A committee member who lists their property ~~in~~ APPOA for sale, with no remaining interest in APPOA planned as of closing, shall submit a letter of resignation stating their intentions to the Board within ~~ten~~ (10) days of listing their property. Members who fail to submit a letter of resignation within the time specified above will be removed from the committee(s) by the Board- without prejudice.

## ARTICLE 10

### Books and Records: Inspection

The Declaration, Articles of Incorporation, and Bylaws of the APPOA shall be available for inspection by any Member at a) the NABR website under Resources/Governing Documents or b) upon written demand of any Member at any reasonable time ~~and for a purpose reasonably related to his/her interests as a Member~~ at the principal office of the APPOA, where copies shall be made available for a processing fee as stated in the Albemarle Plantation Schedule of Assessments & Fees. ~~(confirm this section conforms with NC law)~~

## ARTICLE 11

### Corporate Seal

The APPOA shall have a seal in a circular form having within its circumference the words: ALBEMARLE PLANTATION PROPERTY OWNERS ~~APPOA~~ASSOCIATION, INC.

## ARTICLE 12

### Amendments

These Bylaws may be amended by the Board at any regular meeting or special meeting of the Directors, as provided in the Articles of Incorporation, the ~~2025 Master Declaration~~Declaration & By-Laws. The notice for such a meeting shall contain a copy of the proposed amendment or amendments. To change or amend the Articles or these By-laws, two thirds (2/3) of all the current Board ~~Members~~ in office at the time must affirmatively approve the change or amendment.

## ARTICLE 13

### Conflicts

Section 1. CONFLICT BETWEEN BYLAWS AND ARTICLES OF INCORPORATION OF ALBEMARLE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.: These Bylaws are subject to the North Carolina Non-Profit Corporation Act ("Act") and the terms of the Articles of Incorporation. In the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control.

Section 2. CONFLICT BETWEEN THE BYLAWS AND THE ~~2025 MASTER DECLARATION~~: ~~Amended and Restated 2025 Master Declaration of Covenants, Conditions and Restrictions for Albemarle Plantation (Master~~

~~Declaration~~); The Declaration, as the same may be amended or restated from time to time, are incorporated by reference into these Bylaws. In the event any of the Bylaws as herein designated, or as later amended, are in conflict with the ~~Restated 2025 Master Declaration~~, the provisions of the ~~Restated 2025 Master Declaration~~ shall ~~control~~.

## ARTICLE 14

### Indemnification and Elimination of Liability

Any person who at any time serves or has served as a member of the Board of Directors or as an officer of APPOAI shall have the right to be indemnified by APPOAI to the fullest extent permitted by law against (a) reasonable expense, including attorneys' fees, incurred by them in connection with any threatened, pending, or completed civil, criminal, administrative, investigative, or arbitral action, suit, or proceeding (and any appeal), whether or not brought by or on behalf of APPOAI, seeking to hold them liable by reason of the fact they are or were acting in such capacity, and (b) reasonable payments made by them in satisfaction of any judgment, money decree, fine, penalty or settlement for which they may have become liable in any such action, suit or proceeding. However, APPOAI shall not indemnify any individual if they engaged in willful misconduct or a knowing violation of criminal law.

Upon request for ~~payment~~indemnification, the President of the Board of APPOAI shall promptly call a special meeting of the Board of Directors to obtain approval to pay the indemnification required by these Bylaws. Such approval may be general or confined to specific instances, and shall not be unreasonably withheld. Upon approval by the Board of Directors, the President shall promptly cause the indemnification to be paid to the requesting party.

Any person who at any time after the adoption of these Bylaws serves or has served as a member of the Board of Directors or an officer of APPOAI shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of these Bylaws.

## ARTICLE 15

### Conduct of Meetings

All meetings of the Members and the Board of Directors shall be conducted under the current edition of *Robert's Rules of Order* unless otherwise provided by these Bylaws or policies adopted by the Board.

## ARTICLE 16

### Miscellaneous

Section 1. Electronic Transactions: The Corporation may conduct a transaction by electronic means as permitted by N.-C.-G S. 55A-1-70.

Section 2. Notices: A “Notice” shall mean a communication in person or by electronic means or by other means permitted by N.-C.-G.-S. 55A-1-41 as amended from time to time.

Section 3. Fiscal Year: The fiscal year of the Corporation shall be determined by the Board.

IN WITNESS WHEREOF, these Bylaws have been signed and executed by the APPOA on the day and year first above written.

**STATE OF NORTH CAROLINA  
COUNTY OF PERQUIMANS**

Albemarle Plantation Property Owners APPOA, Inc. a North Carolina non-profit corporation

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County of Perquimans and State aforesaid, certi-fy that Tim Prime personally came before me this day and acknowledged that he/ is Albemarle Plantation Property Owners APPOA, Inc., a North Carolina Non-Profit Corporation, and that by authority duly given by the Board of Directors as the act of the Corporation, the foregoing instrument was signed in its name by its \_\_\_President, sealed with its Corporate seal.

Witness my hand and official stamp or seal, this \_\_\_day of \_\_\_\_\_, 2025.

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

**(NOTARY SEAL)**