

(c) In addition to the indemnification authorized under the provisions of this Article and under the provisions of the North Carolina Nonprofit Corporation Act, the Association, acting pursuant to a resolution adopted by its Board of Directors, may by contract or agree to indemnify any person who at any time is serving or has served as a director, officer, employee or agent of the Association against liability and reasonable litigation expenses, including attorneys' fees, arising out of his/her status as such or his/her activities in any of the foregoing capacities before or after the date on which the contract is executed; PROVIDED HOWEVER, that the Association may not agree under any such contract to indemnify any such person against any liability or litigation expense he may incur in relation to matters as to which he shall have been adjudged in such action, suit or proceeding to have acted in bad faith or to have been liable or guilty by reason of willful misconduct in the performance of duty.

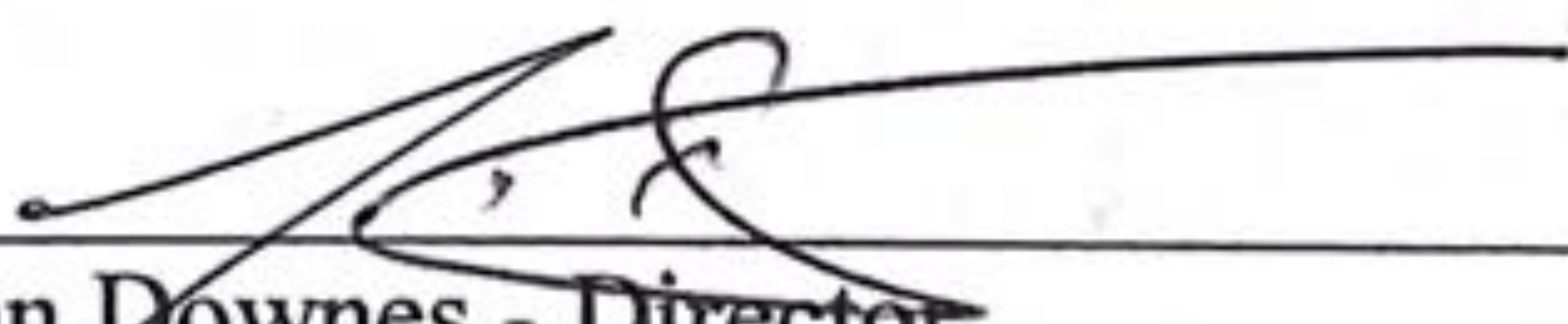
(d) Any repeal or modification of the foregoing provisions of this Article shall not affect any rights or obligations then existing with respect to any claim brought or liability asserted based, in whole or in part, on facts or circumstances then or previously existing or occurring.

(e) This Section is intended to provide indemnification solely for actions taken by a person in his capacity as an officer or Director of the Association. Nothing herein shall be deemed to provide indemnification to any person for any liability that may result from that person's ownership of property within the Community.

Section 5. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 6. Gender. Any use of the masculine gender in these Bylaws shall be construed to include the feminine gender. Any use of the singular shall be construed, as appropriate, to include the plural.

The undersigned hereby certifies that he is the Director of the MURPHYS RIDGE HOMEOWNERS ASSOCIATION, INC., (the "Association"), and that the foregoing Bylaws have been duly adopted as the Bylaws of the Association as of the 3rd day of April 2024.



John Downes - Director