

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

AMENDED AND RESTATED DECLARATION OF
UNIT OWNERSHIP
CROWFIELDS CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION OF UNIT OWNERSHIP – CROWFIELDS CONDOMINIUM ("Declaration") is made this ___ day of _____, 2018 by CROWFIELDS CONDOMINIUM ASSOCIATION, an unincorporated association ("Association").

RECITALS

A. The Association caused to be recorded the Amendment to Declaration of Unit Ownership – Crowfields Condominium in Book 4019, Page 252 in the office of the Register of Deeds of Buncombe County, which was amended by the Amendment to Declaration of Unit Ownership – Crowfields Condominium recorded in Book 4555, Page 597 in the office of the Register of Deeds of Buncombe County, and by the Amendment to Declaration of Unit Ownership – Crowfields Condominium recorded in Book 5094, Page 705 in the office of the Register of Deeds of Buncombe County (as otherwise amended, the "Original Declaration").

B. The Association further caused the Bylaws of the Association to be recorded as Exhibit A to the Declaration ("Original Bylaws").

C. The Association desires to amend and restate the Original Bylaws.

D. Pursuant to Article X of the Original Bylaws, the Original Bylaws may be amended by the vote of not less than sixty-six and two thirds percent (66 2/3%) of the entire membership of the Board of Directors and not less than sixty-six and two thirds percent (66 2/3%) of the members of the Association by written ballot issued to the membership not less than thirty (30) days before the date of the meeting considering the amendment.

E. At least sixty-six and two thirds percent (66 2/3%) of the entire membership of the Board of Directors and at least sixty-six and two thirds percent (66 2/3%) of the members of the Association have approved the amended and restated Bylaws attached hereto as Exhibit A ("Bylaws").

NOW, THEREFORE, the Association hereby covenants and declares on behalf of itself and its successors and assigns that the Original Declaration is hereby amended by amending and restating the Original Bylaws in their entirety. The real estate previously made subject to the Original Declaration and Original Bylaws from the date this Declaration is recorded in the office of the Register of Deeds of Buncombe County shall be held, conveyed, acquired, and encumbered subject to the terms and provisions of this Declaration and the

Bylaws, all of which shall run with the real estate and bind and inure to the benefit of the current owners and prospective purchasers and parties who have or may acquire any right, title, interest or estate in or to any of such real estate or who have or may acquire any right or occupancy of or interest in any portion thereof, all subject to the right of the Association to amend this Declaration and the Bylaws according to their terms.

Pursuant to the Transfer and Delegation of Powers and Authority recorded in Book ____, at Page ____ in the office of the Register of Deeds of Buncombe County, Cluster Associations, as defined herein, transferred, or, in the alternative, delegated, certain powers and authority vested in the Cluster Associations to the Association with the intention of establishing more uniform regulations and administration of the Crowfields community. The Bylaws set forth the powers, rights, and obligations of the Association regarding the operation and management of Crowfields. In the event of any conflict between the terms of the Declaration and the Bylaws on the one part, and the Cluster Governing Documents, as defined in the Bylaws, on the other part, the terms of the Declaration and Bylaws shall prevail.

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

CROWFIELDS CONDOMINIUM ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

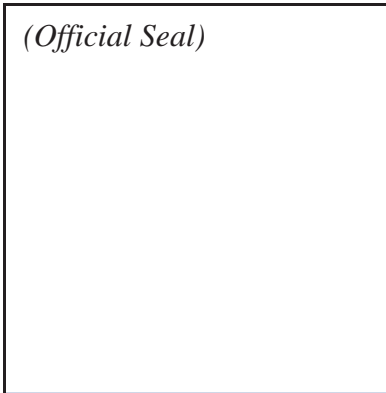
I certify that the following person personally appeared before me this day, acknowledging to me that _____ signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: _____.

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____



Notary seal or stamp must appear within this box.

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EXHIBIT A

AMENDED AND RESTATED BYLAWS
FOR
CROWFIELDS CONDOMINIUM ASSOCIATION

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ARTICLE 1

AMENDMENT AND RESTATEMENT OF BYLAWS

The Original Bylaws are hereby amended to delete and rescind the Original Bylaws, as amended and supplemented, in their entirety, subject to Article 16 herein, and the Association adopts in its place instead these Bylaws.

ARTICLE 2

NAME

The name of the association is Crowfields Condominium Association (the "Association").

ARTICLE 3

DEFINITIONS

The terms used herein shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below, unless the context requires otherwise.

Act. "Act" means Chapter 47C of the General Statutes of North Carolina designated as the North Carolina Condominium Act.

Annual Assessment. "Annual Assessment" means the assessments based on the annual budget and actual or anticipated Shared Common Expenses, which Annual Assessment is established pursuant to Section 25.4 and payable in installments on a monthly or other basis (commonly known as dues or HOA fees).

Assessment. "Assessment" means those assessments levied on Units to fund the Shared Common Expenses or such other assessments levied pursuant to Article 25 herein, which may include Annual Assessments, Special Assessments, and Benefited Assessments.

Association. "Association" means the Owners association known as Crowfields Condominium Association and its successors and assigns.

Association Documents. "Association Documents" means collectively the Bylaws, the Declaration, the Rules and Regulations adopted by the Association, and resolutions of the Board of Directors, all as may be amended, restated, or revised from time to time. Any exhibit, schedule, or amendment to an Association Document shall be considered a part of that document.

Benefited Assessment. "Benefited Assessment" means Assessments levied under Section 25.7.

Board of Directors or Board "Board of Directors" or "Board" means the body responsible for administration of the Association, with directors comprising the Board being selected as provided in the Bylaws.

Business or Trade. "Business" or "Trade" means their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the family of the producer of such goods or services and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

Bylaws. "Bylaws" means these Bylaws of the Association as they may be amended from time to time.

Cluster Associations. "Cluster Associations" means the following unincorporated associations, whose members are Members of the Association: Crowfields Cluster A Association, Crowfields Cluster B Association, Crowfields Cluster C Association, Crowfields Cluster D Association, Crowfields Cluster E Association, Crowfields Cluster F Association, Crowfields Cluster G Association, Crowfields Cluster H Association, Crowfields Cluster I Association, Crowfields Cluster J Association, Crowfields Cluster K Association, Crowfields Cluster L Association, Crowfields Cluster M Association, Crowfields Cluster N Association, Crowfields Cluster O Association, Crowfields Cluster P Association, Crowfields Cluster Q Association, Crowfields Cluster R Association, Crowfields Cluster S Association, Crowfields Cluster T Association, Crowfields Cluster U Association, Crowfields Cluster V Association, Crowfields Cluster W Association, Crowfields Cluster X Association, Crowfields Cluster Y Association, Crowfields Cluster Z Association, Crowfields Cluster AA Association, Crowfields Cluster BB Association, Crowfields Cluster CC Association, Crowfields Cluster DD Association, Crowfields Cluster EE Association, Crowfields Cluster FF Association, Crowfields Cluster GG Association, and Crowfields Cluster HH Association.

Cluster Governing Documents. "Cluster Governing Documents" means collectively the bylaws, the declaration, the rules and regulations adopted by the Cluster Associations, all as may be amended, restated, or revised from time to time. The Cluster Governing Documents were amended and consolidated previously in 1998 and 1999.

Common Elements. "Common Elements" means and comprise (i) all of the real property, improvements, and facilities of the Condominium, excluding however the Units as herein defined, (ii) all real property owned by the Association, (iii) all personal property and equipment held and maintained for the joint use and enjoyment of all the Owners of Units, and (iv) all permits for construction, maintenance, and operation of the Condominium procured or acquired by the Association.

Notwithstanding this definition, to the extent that the provisions of the Act apply to "Common Elements," including, without limitation, the provisions of Section 47C-3-112, those provisions shall apply only to the "Common Elements" as defined in the Act.

Condominium Units; Units. "Condominium Units" or "Units" means a physical portion of the Condominium designated for separate ownership, the boundaries of which are defined and shown in the Cluster Governing Documents.

Crowfields; Property; Condominium. "Crowfields," "Property," or "Condominium" means the real estate previously made subject to the Original Declaration and Original Bylaws, including without limitation the property described on Exhibit 1, attached hereto and incorporated herein by reference, easements appurtenant to the Property, all buildings and improvements existing thereon or hereinafter constructed thereon.

Director. "Director" means a member of the Board of the Association.

Interim Period. "Interim Period" means the time from the recording of these Bylaws and the 2018 annual meeting of the Association.

Limited Common Elements. "Limited Common Elements" means those portions of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units, as described in these Bylaws as Limited Common Elements.

Member. "Member" means a Person having membership in the Association consistent with Article 7 of these Bylaws.

Mortgage. "Mortgage" means a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Mortgagee. "Mortgagee" means a beneficiary or holder of a Mortgage.

Owner. See "Unit Owner; Owner."

Person. "Person" means a natural person, limited liability company, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity or any combination thereof.

Property. See "Crowfields; Property; Condominium."

Proxy. "Proxy" is a signed statement authorizing a person to vote at a meeting in place of the signer in the signer's absence.

Quorum. "Quorum" means the minimum number of members of an assembly or other deliberative body who must be present for business to be legally transacted.

Register of Deeds. "Register of Deeds" means the office of the Register of Deeds of Buncombe County, North Carolina.

Shared Common Expenses. "Shared Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

Special Assessments. "Special Assessments" means those additional Assessments levied pursuant to Section 25.5 herein and payable on such terms as the Board determines.

Transfer and Delegation. "Transfer and Delegation" means the Transfer and Delegation of Powers and Authority recorded in Book ____, Page ____ in the office of the Register of Deeds of Buncombe County, by which Cluster Associations transferred, or, in the alternative, delegated, certain powers and authority vested in the Cluster Associations to the Association.

Units. See "Condominium Units; Units."

Unit Owner; Owner. "Unit Owner" or "Owner" means any Person owning one or more Units, but shall not include a Mortgagee unless such Mortgagee has acquired title pursuant to foreclosure or some other process in lieu of foreclosure.

Upkeep. "Upkeep" means care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

Utility Company. "Utility Company" means a public or private company or entity duly licensed and authorized by the North Carolina Utilities Commission to provide utility services within a specified franchise area and any entity providing utility services on behalf of a body politic, municipality or other governmental body or entity.

ARTICLE 4

ADMINISTRATION OF THE CONDOMINIUM BY CROWFIELDS CONDOMINIUM ASSOCIATION

Section 4.1 Creation and Organization. This Association has been formed to efficiently and effectively provide for the administration of Crowfields. Crowfields consists of 192 Units and Common Elements divided among thirty-four (34) Cluster Associations. Pursuant to the Transfer and Delegation, Cluster Associations transferred or, in the alternative, delegated certain powers and authority vested in the Cluster Associations to the Association with the intention of establishing more uniform regulations and administration of the Cluster Associations and the Association within Crowfields.

Section 4.2 Administration by Association. The Association shall administer the operation and management of Crowfields and undertake and perform all acts and duties incident thereto in accordance with the terms of the Association Documents. The Association

shall have and is hereby granted the authority and power to enforce the provisions of the Declaration, these Bylaws, and the provisions of the Cluster Governing Documents transferred and/or delegated to the Association pursuant to the Transfer and Delegation, to levy and to collect assessments in the manner hereinafter provided, to adopt, promulgate, and enforce such rules and regulations governing the use of the Common Elements as the Board of Directors of said Association may deem to be in the best interests of the Association.

ARTICLE 5

CLUSTER ASSOCIATIONS

Section 5.1 Cluster Associations. Cluster Associations shall continue to exist after the Transfer and Delegation, but the powers and authority of Cluster Associations identified in the Transfer and Delegation have been transferred or, in the alternative, delegated to the Association in full. To the extent (i) that a Court of competent jurisdiction deems any rights or obligations of the Cluster Associations set forth in the Cluster Governing Documents are not transferred or delegated to the Association, or (ii) that the Transfer and Delegation is terminated or amended by its terms to return rights or obligations to one or more of the Cluster Associations, or (iii) that a Cluster Association does not enter into the Transfer and Delegation, such Cluster Associations shall have those rights and obligations, and shall continue to exercise said rights and fulfill said obligations, pursuant to the provisions of this Article and the Cluster Governing Documents. PROVIDED, however, that the terms of these Bylaws shall continue in full force and effect and shall supersede any terms in any prior Cluster Governing Documents, and the Association shall retain all powers given to it in these Bylaws, regardless of what may be set forth in any of the Cluster Governing Documents. To the extent any conflict exists between these Bylaws and any Cluster Governing Documents, the terms of these Bylaws shall control.

Section 5.2 Officers. Each Cluster Association shall have three (3) officers: President, Vice President, and Secretary. The Vice President and Secretary offices may be held by the same person. Except as set forth in Section 5.3 for the Interim Period prior to the next annual membership meeting of the Association, the President of the Association shall be the President of each Cluster Association; the Vice President of the Association shall be the Vice President of each Cluster Association; and the Secretary of the Association shall be the Secretary of each Cluster Association.

Section 5.3 Term of Office. The Cluster Associations officers currently serving as of the date of recording of these Bylaws shall continue to serve as Cluster Associations officers until the election of Association officers by the Members at the next annual meeting of Members of the Association. Each Cluster Associations officer shall serve a term of one (1) year, or until such officer's death, resignation, retirement, removal, or disqualification, or until the election and qualification of such officer's successor or other replacement. Officers may be re-elected. At any death, resignation, retirement, removal, or disqualification, or other replacement of the Association officer by the same title as the Cluster Associations officer, the Cluster Associations officer similarly shall be replaced by the successor officer of the Association.

Section 5.4 Powers. The officers of each Cluster Association shall have all of the powers set forth in the respective Cluster Governing Documents, to the extent such powers exist or remain with the Cluster Association. A majority of Cluster Associations officers shall constitute a quorum for business to be transacted at any meeting of such officers. The President of any Cluster Association may call a meeting of the Cluster Association officers by giving ten (10) days written notice to the other officers, but if the Cluster Association entered into the Transfer and Delegation, there is no requirement for the Cluster Associations officers to hold any Cluster Associations membership meeting or officers meeting at any time.

Section 5.5 No Bond Requirements for Cluster Officers. Cluster Associations officers shall not be required to furnish fidelity bonds. No officer, in his or her capacity as a Cluster Associations officer, shall have authority to enter into contracts on behalf of any Cluster Association, nor collect or disburse funds.

Section 5.6 No Compensation for Cluster Officers. No Cluster Associations officer shall receive any compensation for serving in said capacity.

ARTICLE 6

ASSOCIATION RIGHTS, OBLIGATIONS AND SERVICES.

Section 6.1 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Association Documents or the Transfer and Delegation or which may be reasonably implied from, or reasonably necessary to effectuate, any such right or privilege. Except as otherwise specifically provided in the Association Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

Section 6.2 Dedication or Grant of Easements Over Common Elements. The Association may dedicate or grant easements over portions of the Common Elements to any Person.

Section 6.3 Disclaimer of Liability. Notwithstanding anything contained herein or in the Association Documents, neither the Association nor the Board shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner of any Unit or any tenant, guest, or invitee of any Owner or for any property of any such Persons. Each Owner of a Unit and each tenant, guest, and invitee of any Owner shall assume all risks associated with the use and enjoyment of Crowfields.

Section 6.4 Change of Use of Common Elements. From time to time the Board may determine that the use for a certain part of the Common Elements is no longer in the best interest of the Owners or is no longer necessary or appropriate for the purposes intended, and the Board shall have the power and right to change the use of any Common Elements (and, in connection therewith, construct, reconstruct, alter or change the buildings, structures, and improvements thereon in any manner deemed necessary by the Board to accommodate the new

use) only consistent with the terms of this Section. Any proposed change to the use of the Common Elements must (i) benefit the Owners as determined by the Board and be consistent with any deed restrictions and zoning regulations, restricting or limiting the use of the Common Elements, (ii) be necessary for the safety and security of the Common Elements or of the persons using the Property, or (iii) prevent imminent danger as determined by the Board.

Section 6.5 Addition or Subtraction of Real Property from Common Elements.

The Board may not add any real property as additional Common Elements, or remove from the Common Elements any portion of real property within the Property, except with the affirmative vote of Owners to which at least eighty percent (80%) of the votes in the Association are allocated; provided, however, that this provision (i) does not prohibit the granting of easement rights by the Board as otherwise set forth herein, (ii) does not impact the Association's ability to purchase under Article 24 herein, and (iii) does not preclude any action being taken with real property consistent with the Act or the Unit Ownership Act, Chapter 47A of the North Carolina General Statutes.

ARTICLE 7

MEMBERSHIP AND VOTING

Section 7.1 Membership. The Owner or Owners automatically shall become members of the Association upon such Person's acquisition of an ownership interest in title to any Condominium Unit and its appurtenant undivided interest in Common Elements and may become a Member in no other manner. No Person holding a lien, mortgage, or other encumbrance upon any Condominium Unit shall be entitled, by virtue of such lien, mortgage, or encumbrance, to membership in the Association or to any of the rights or privileges of such membership.

Section 7.2 Application for Occupancy. The Board must approve all applications for new occupants of Units within Crowfields (including, but not limited to, new Owners, renters or other persons who may occupy a Unit or Units within Crowfields) for the purpose of ensuring that Crowfields complies with Federal Department of Housing and Urban Development (HUD) laws and regulations governing 55-or-older housing. Any such occupants must provide the Board of Directors with (i) written proof that at least one person who will occupy the Unit is 55 years of age or older and (ii) all properly completed and executed application forms as required by the Association.

Section 7.3 Transfer of Membership. Memberships are not transferable. Membership occurs only upon the occurrence of those events set out in this Article.

Section 7.4 Suspension or Termination of Membership. The membership rights of a member shall not be suspended so long as the Person continues to hold title to a Condominium Unit, is not in violation of any provision of the Association Documents, and is not in arrears in the payment of any assessment. The membership of any Owner or Owners in the Association shall terminate automatically upon such Owner or Owners being divested of such

Person's ownership interest in the title to a Condominium Unit, regardless of the means by which such ownership may be divested.

Section 7.5 Vote and Voting Rights. Each Owner(s) (collectively, if applicable) shall have one (1) vote per Unit. Members shall be entitled to vote on all matters as set forth in these Bylaws.

Section 7.6 Additional Provisions Governing Voting.

(a) Association Votes. If the Association is an owner of a Condominium Unit, the Association shall not cast the vote appurtenant to such Condominium Unit, nor shall any such vote be counted for the purpose of establishing a quorum.

(b) Multiple-Person Owners. In the event that any Condominium Unit is owned by more than one Person, and if only one of such Persons is present at a meeting of the Association, that Person so present shall be entitled to cast the vote for that Condominium Unit. If more than one of such Persons is present, the vote appurtenant to that Condominium Unit shall be cast only in accordance with unanimous agreement of such Persons who are present at the meeting and such agreement shall be conclusively presumed if any of them purports to cast the vote appurtenant to that Condominium Unit without protests being made forthwith to the individual presiding over the meeting by any of the other Persons having an ownership interest in the Condominium Unit.

(c) Voting Certificate. If a Member is not a natural person, the vote by such Member may be cast by any natural person authorized by such member. Such natural person must be named and a certificate signed by an authorized officer, partner, member, or trustee of such Person and filed with the Secretary; provided, however, that any vote cast by a natural person on behalf of such Member shall be deemed valid unless successfully challenged prior to the adjournment of the meeting at which the vote is cast. Such certificate shall be valid until revoked by a subsequent certificate similarly executed and filed with the Secretary. Wherever the approval or disapproval of a Member is required by the Association Documents, such approval or disapproval may be made by any person who would be entitled to cast the vote of such Member at any meeting of the Association.

(d) Delinquency. No Member may vote at any meeting of the Association or be elected to serve on the Board or be appointed to serve on any committee if payment by such Member of any financial obligation to the Association is delinquent more than thirty (30) days and the amount necessary to bring the account current has not been paid by the record date set pursuant to Section 8.7 hereof for the applicable Members' meeting (in the case of a Member voting or being elected to serve on the Board) or has not been paid by the date of appointment, in the case of appointment to serve on any committee.

Section 7.7 Manner of Voting. Except for voting on the election of Directors, which shall be by written ballot, voting by Members at a meeting shall be by voice vote, a show of hands, or roll call, unless any Member present at the meeting requests a vote by written ballot.

Such request must be consented to by a majority vote of those Members present and voting, in person or by proxy, on such request. Except for the election of Directors as provided in Section 9.1 herein, if a quorum is present, action on a matter at a meeting of Members shall be deemed approved if approved by the affirmative vote of a majority of the votes cast, unless a greater vote is required by these Bylaws.

Section 7.8 Proxies. Members may vote either in person or by an agent authorized by written Proxy signed by the Unit Owner of a Condominium Unit. A proxy is void if it is not dated. A proxy shall be valid for the meeting identified in the proxy or the next meeting of the Members, whichever is later; provided, however, that no proxy shall be valid for more than eleven (11) months. All proxies shall be filed with the Secretary of the Association. A proxy given by a member may be revoked by such Member by giving actual notice of its revocation to the person presiding over a meeting of the Association in oral or written form. A proxy can be given only to a Member who is eligible to vote at the meeting, and a Member may hold a maximum of only three (3) proxies per meeting. Proxies may not be counted when determining whether a quorum is present, but the Member who gave the proxy shall be deemed present for all other purposes.

ARTICLE 8

MEETING OF MEMBERS

Section 8.1 Place of Meeting. All meetings of Members shall be held at the principal office of the Association or at such other place within or without the State of North Carolina as shall be designated in the notice of the meeting.

Section 8.2 Annual Meetings and Other Scheduled Member Meetings. The annual meeting of Members of the Association and other scheduled Member meetings shall be held as follows:

(a) April Meeting. The Members' Meeting shall be held on the last Thursday in April at a time determined by the Board in the Crowfields Clubhouse to review the Auditor's reports and for such other purposes as may be included in the notice of such meeting.

(b) July Meeting. The Members' Meeting shall be held on the last Thursday in July at a time determined by the Board to amend the budget for the remainder of the year, if necessary, to elect the members of the Nominating Committee, and for such other purposes as are in the notice of the meeting. Any amendment to the budget proposed by the Board at this meeting shall be ratified unless at that meeting a majority of all the Members present and voting reject the proposed amendment.

(c) Annual Meeting. The Members' annual meeting shall be held on the second Thursday in December at a time determined by the Board for the purpose of electing Directors of the Association, ratifying the budget, and for such other purposes as may be included in the notice of such meeting.

Section 8.3 Special Meetings. Special meetings of the Members may be called at any time by (a) the President, or (b) the Board of Directors of the Association, or (c) the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed in such request to be considered at the meeting. In the event holders of votes as identified in subsection (c) in the preceding sentence call for a meeting, the call shall (1) be in writing; (2) specify the place where the meeting is to be held (which place must be in Buncombe County); (3) either specify a time and date for the meeting (which date must reasonably allow the Secretary to comply with all notice provisions of this Article), or specify that the Secretary shall designate the time and date; (4) specify the purposes for which the meeting is to be held; (5) be signed and dated by all those requesting the meeting; and (6) be delivered to the Secretary or President.

Within thirty (30) days after receiving a petition, the Secretary of the Association shall give notice of the meeting. The signatures on a call for a special meeting shall be valid for ninety (90) days after the date of the first signature.

Section 8.4 Notice of Meetings. Notice of meetings of Members shall be given by the President or Secretary by any means that is fair and reasonable. For this purpose, written or printed notice stating the time, place, and date of the meeting shall be fair and reasonable if delivered by hand-delivery or by United States mail (postage prepaid), or by electronic means to an electronic mailing address designated in writing by the member (a) not less than ten (10) nor more than fifty (50) days before the meeting date, or (b) not less than thirty (30) nor more than fifty (50) days before the meeting date, if such notice is mailed by other than first class, registered, or certified mail, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be effective when deposited in the United States mail, correctly addressed to the Member at the Member's address as it appears on the current record of Members of the Association, with postage prepaid. For this purpose, a Member's address shall be the mailing address of the Condominium Unit or to any other mailing address given in writing by the Owner to the Association's management office.

Notwithstanding the foregoing, if the notice provided for above clearly would not be fair and reasonable under the circumstances then existing, then notice appropriate for the circumstances shall be given; PROVIDED, HOWEVER, THAT notice of a meeting where any of the following matters are to be voted on shall always be given as provided in the first paragraph of this Section 8.4: (i) Director conflict of interest or indemnification, (ii) amendment to the Bylaws or Declaration, (iii) plan of merger or dissolution, or (iv) a sale of assets other than in the regular course of the Association's activities.

The notice of any meeting shall state the items on the agenda, including a summary or copy of any proposed amendment to the Declaration or the Bylaws, any budget changes, and any proposal to remove a Director or Officer. Only those matters which are stated in the notice may be acted upon at a meeting of Members.

Also, notice of an annual, regular, or special meeting of Members shall state any matter a Member intends to raise at the meeting, provided that Member followed the procedures

detailed in Section 8.3 of this Article and provided that the President or Secretary receives notice of the Member's intention in a reasonable time prior to notice being sent.

If any meeting of Members is adjourned by the vote of a majority of votes cast on the motion to adjourn to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment and if a new record date is not fixed for the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed pursuant to North Carolina law, notice of the adjourned meeting must be given as provided in this Section to the Members of record entitled to vote at the meeting as of the new record date.

Section 8.5 Waiver of Notice of Meetings. Any Member may waive notice of any meeting before or after the meeting. The waiver must be in writing, signed by the Member, and delivered to the Association for inclusion in the minutes. A Member's attendance, in person or by Proxy, at a meeting (a) waives objection to lack of notice or defective notice of the meeting unless the Member or the Member's Proxy at the beginning of the meeting objects to holding the meeting or transacting business thereat, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice unless the Member or the Member's Proxy objects to considering the matter before it is voted upon.

Section 8.6 Quorum. Unless provided otherwise in these Bylaws, Members present at a meeting representing fifteen percent (15%) of the votes entitled to be cast on a matter shall constitute a quorum at the opening of a meeting of Members. Once a Member is present for any purpose at a meeting, such Member is deemed present for the remainder of the meeting and for any adjournment of that meeting unless a new record date (set forth in Section 8.7 below) is set for that adjourned meeting. Proxies are not counted when determining whether a quorum is present at any meeting.

Section 8.7 Record Date to Determine Members and List of Members. The record date for determining which Persons are Members and therefore entitled to vote shall be the close of business on the day prior to the date of the meeting. The Board of Directors is not permitted to set a record date retroactively. The membership list shall be current as of the record date. Before each meeting of Members, the Association shall prepare an alphabetical list of the Members entitled to notice of the meeting and entitled to vote at the meeting, showing each such Member's address and the number of votes each such Member is entitled to cast at the meeting. As a part of the aforementioned membership list and prepared on the same basis, the Association shall list, current through the time of the membership meeting, a list of Members, if any, who are entitled to vote at the meeting, but not entitled to notice of the meeting. The list shall be kept on file at the principal office of the Association for the period beginning two (2) business days after notice of the meeting is given and continuing through the meeting, and shall be available for inspection by any member, personally or by or with such member's representative, at any time prior to the meeting. A determination of Members entitled to notice of, or to vote at, a membership meeting is effective for any adjournment of the meeting unless the Board of

Directors fixes a new date for determining the right to notice or the right to vote, which the Board of Directors shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

Section 8.8 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary, or such other person as may be designated by the Board, shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at such meetings. The President may appoint a parliamentarian at any meeting of the Association. Each meeting shall be conducted according to *Robert's Rules of Order Newly Revised*.

Section 8.9 Action by Written Ballot. 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 a written ballot to every Member entitled to vote on the matter. A written ballot shall: (a) set forth each proposed action, (b) provide an opportunity to vote for or against each proposed action, and (c) indicate the time by which a ballot shall be received by the Association in order to be counted. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the same total number of votes were cast. A written ballot may not be revoked.

ARTICLE 9

BOARD OF DIRECTORS

Section 9.1 Number, Election of Directors, and Terms of Office of Directors.

(a) Election of Directors. The Directors serving as of the date of these Bylaws shall continue to serve as Directors until the election of new Directors at the next annual Members meeting. The number of Directors of the Association shall be reduced to nine (9) as of the date of the next annual Members meeting, and it shall remain at nine (9) Directors thereafter. At annual meetings, except as provided in Section 9.4 hereof, the Members shall elect a full Board of nine (9) Directors, of whom, six (6) will be officers with particular responsibilities. Written ballots shall be distributed to the Members for the election of Directors. Those persons who receive the highest number of votes per position from the Members voting in person or by proxy shall be deemed to have been elected. Each Director shall serve a one-year (1-year) term. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified. All ties shall be broken by coin toss. The Board of Directors of the Association shall be referred to herein from time to time as the "Board."

(b) Terms of Directors. Each Director shall hold office for a term of one (1) year or until such Director's death, resignation, retirement, removal, or disqualification. Despite the expiration of a Director's term, the Director continues to serve as such until the Director's successor is elected and qualified. Directors elected to fill a vacancy shall hold the

directorship until the expiration of the term of the person they are replacing. A Director having served for three (3) consecutive terms shall not be eligible for reelection for the year immediately following expiration of his or her third term, with one exception: a President or Treasurer who has served in that office for no more than one term shall be eligible for reelection for a fourth consecutive term as a Director only in that same officer position. Such reelection means that the President or Treasurer can serve four (4) terms on the Board as long as the fourth term is his or her second term as President or Treasurer.

Section 9.2 Election Procedures and Qualifications.

(a) Nominating Committee. Nominations for election to the Board of Directors will be made by a Nominating Committee, which shall consist of five (5) members. Directors may not serve as members of the Nominating Committee. The Nominating Committee members shall serve from the date of their election until a new Nominating Committee is elected at the July Members meeting. Nominating Committee members shall serve no more than three (3) consecutive one-year (1-year) terms.

The President of the Association shall propose individuals to serve on the Nominating Committee, and the Nominating Committee members shall be approved by majority vote of the Board of Directors before the July membership meeting. At that July membership meeting, Members will elect the members of the Nominating Committee, who shall serve a one-year (1-year) term until the next July membership meeting. Vacancies on the Nominating Committee that occur during the year shall be filled by the Board of Directors. The Nominating Committee members shall select a Chairperson from its own members. The Nominating Committee shall meet at such times and places as it deems necessary and shall nominate at least one (1) person for each of the nine (9) positions on the Board, including one or more nominees for each specific officer position. The slate shall be presented at the annual meeting of the Association on the second Thursday of December. The Nominating Committee shall meet at other times during the year if vacancies on the Board occur.

(b) Nominations. Persons qualified to be Directors shall be nominated for election by the Nominating Committee, and the names of such persons nominated shall be submitted in writing to the Board of Directors for distribution to the Members at least thirty (30) days before the meeting at which the election is to be held. The Nominating Committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated by the Nominating Committee. Nominations for Directors may be made from the floor by any Member at the meeting at which the election is held for any vacancy on the Board of Directors. Anyone nominated from the floor must either be present at the meeting and consent to the nomination, or have indicated in writing his or her willingness to serve as a Director.

(c) Qualifications. No person shall be eligible for election by the Members of the Association as a Director unless such person is a Unit Owner or is the individual

nominee of a Unit Owner that is other than an individual. No Owner or representative of an Owner shall be elected as a Director or continue to serve as a Director if such Owner is more than thirty (30) days delinquent in meeting any financial obligation owed to the Association, if such delinquency is not cured by the record date set pursuant to Section 8.7 hereof for such Members' meeting in the case of an election of Directors. The President of the Board must be a person who resides in the Crowfields community at least nine (9) months of each calendar year. Other members of the Board of Directors must reside in the Crowfields community at least six (6) months of each calendar year.

(d) Conflict of Interest. A conflict of interest occurs in a transaction with the Association when a Director has a direct or monetary interest in a transaction or circumstance not common to other Directors. Such conflicts can lead to breaches of fiduciary duties. Section 55A-8-31 of the North Carolina General Statutes is a conflict-of-interest provision, and it applies to all Directors and all transactions of the Board.

Section 9.3 Voting, Quorum, and Manner of Acting. Each Director shall be entitled to one (1) vote on all matters that come before the Association. A majority of the Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Unless a vote of greater percentage is required by these Bylaws, the act of the majority of the Directors present at a meeting shall be the act of the Board of Directors. A Director who participates in a meeting by any means of communication by which all Directors may simultaneously hear each other during the meeting shall be deemed present at a meeting for all purposes.

Section 9.4 Removal or Resignation of Directors and Filling of Vacancies.

(a) Any Director may be removed from office at any time with or without cause by an affirmative vote for removal of at least sixty-six and two-thirds percent (66 2/3%) of all Members casting votes, in person or by proxy, at any meeting of Members at which a quorum is present. A Director may not be removed by the Members at a meeting unless the notice of the meeting states that the purpose, or one of the purposes, of the meeting is the removal of the Director. In addition, any Director who is not in attendance, without reasonable cause for absence as determined by the President in his or her sole discretion, for at three (3) consecutive regular meetings of the Board of Directors shall be removed automatically.

(b) The Nominating Committee shall recommend a replacement nominee for any vacancy on the Board of Directors. A vacancy caused by the removal of a Director by the Members shall be filled by a vote of the Members at a duly called meeting for that purpose. A vacancy caused by any reason other than the removal of a Director by the Members shall be filled by the remaining Directors at a meeting of the Board of Directors held for such purpose promptly after the occurrence of such vacancy, but in no event prior to receiving a recommendation for a replacement from the Nominating Committee. If the Directors remaining in office do not constitute a quorum of the Board of Directors, the Directors may fill the vacancy by the affirmative vote of a majority of the remaining Directors, or by the sole

remaining Director, as the case may be. The term of a Director elected to fill a vacancy in a directorship expires at the next election of Directors by Members.

(c) A Director may resign at any time by giving notice in writing to the Board of Directors, the President, or the Secretary. Unless otherwise specified, such resignation shall take effect upon the receipt thereof and the acceptance of such resignation shall not be necessary to make it effective. A Director shall be deemed conclusively to have resigned upon disposition by the Owner of the Unit which made such individual eligible to be a Director or upon any other event of disqualification set forth in these Bylaws.

Section 9.5 Powers and Duties of the Board of Directors. The business and affairs of the Association shall be managed and directed by the Board of Directors. Except as provided below, the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, including, but not by way of limitation, all powers as set forth in Section 47C-3-102(a)(1) through (6) and (11) through (16) of the Act, but may not do any such acts and things which are required by the Declaration or the Bylaws to be exercised and done by the Members; provided, however, that all such powers, duties, acts, and things shall be exercised consistent with the provisions of the Declaration and the Bylaws. The Board of Directors may delegate to one of its members or to a Person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Section 10.2 hereof), if any, which may arise between the meetings of the Board of Directors as the Board of Directors deems appropriate. In addition to the duties imposed by any other provision of the Bylaws or by any resolution of the Association that hereafter may be adopted, the Board of Directors shall perform the following duties and take the following actions on behalf of the Association, subject to any voting rights of the Members provided by the Declaration, these Bylaws, or by law:

(a) Perform all duties and obligations transferred, or, in the alternative, delegated to the Association by the Cluster Associations pursuant to the Transfer and Delegation.

(b) Provide goods and services to the Members in accordance with the Declaration and Bylaws, and administer the operation and management of Crowfields pursuant to the Declaration and Bylaws.

(c) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to operate and manage Crowfields as provided in the Declaration and Bylaws, and provide goods and services to the Owners, as provided for in the Declaration and Bylaws, as well as purchase equipment, supplies, and materials to be used by such personnel in the performance of their duties.

(d) Collect the assessments specified in the Bylaws, deposit the proceeds thereof in depositories designated by the Board of Directors, and use the proceeds to administer the operation and management of Crowfields to the extent the Association is so authorized by the Association Documents.

(e) Propose the adoption, amendment, or repeal of any reasonable rules or regulations not inconsistent with the Declaration and these Bylaws. Notwithstanding any other provisions in these Bylaws, new rules, or amendments to existing rules may be adopted, and existing rules may be repealed, by the Board only with the approval by affirmative vote of two-thirds (2/3) of Members casting votes, in person or by proxy, at a meeting at which a quorum is present.

(f) Open bank accounts on behalf of the Association and designate the signatories thereon.

(g) Enforce by legal means the provisions of the Association Documents as are in effect from time to time.

(h) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Elements and Crowfields.

(i) Notify the members of any litigation against the Association involving a claim in excess of ten percent (10%) of the amount of the annual budget.

(j) Obtain and carry insurance pursuant to Article 23 of these Bylaws and pay the premiums therefor and adjust and settle any claims thereunder.

(k) Pay the cost of all authorized goods and services rendered to the Association and not billed to Owners of individual Condominium Units or otherwise provided for in the Declaration or Bylaws.

(l) Acquire, hold, and dispose of Condominium Units and mortgage the same without the prior approval of the Association if such expenditures and hypothecations are included in the annual budget.

(m) Suspend the right of any Owner or other user of a Condominium Unit, and the right of such Person's household, guests, employees, customers, tenants, agents, and invitees to use portions of Crowfields, pursuant to the hearing procedure provided in these Bylaws.

(n) In advance of each fiscal year, the Board of Directors shall cause to be prepared and adopted a proposed annual budget in compliance with the Declaration and these Bylaws.

(o) Propose the annual budget and make assessments (general or special) against the Owners to defray the Shared Common Expenses of the Association pursuant to these Bylaws, establish the means and methods of collecting such assessments from the Owners, and establish the period of the installment payment, if any, of the assessments for Shared Common Expenses.

(p) Borrow money on behalf of the Association when required for any valid purpose, provided that an affirmative vote of two-thirds (2/3) of the Members casting votes, in person or by proxy, at a meeting at which a quorum is present must be received prior to incurring any such indebtedness in excess of \$25,000.00.

(q) Enter into contracts to carry out the business and activities of the Association.

(r) Grant easements, rights-of-ways, or licenses over or through the Common Elements.

Section 9.6 Meeting of Directors.

(a) Types of Meetings. The first (organizational) meeting of the Board of Directors following each annual meeting of the Association shall be held within fifteen (15) days thereafter at such time and place as shall be determined by a majority of the Directors to establish the manner of operation of the Board of Directors for the ensuing year.

i. Regular meetings shall be held monthly on a date and time determined by the Board. In the week immediately preceding each regular meeting, workshop sessions shall be held at which an agenda for the regular meeting will be formulated. At regular intervals, the Board shall provide the Members an opportunity to attend a portion of the regular Board Meeting and to speak to the Board about their issues and concerns. The Board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak. Attendees who are not Board members shall not interrupt any Board meeting or workshop session. When necessary, the President or presiding officer may call the Board of Directors into an executive session that Members may not attend. The purpose of executive sessions would be to discuss sensitive matters as determined solely by the Board, such as personnel, litigation strategy, or hearings with respect to violations of the Declaration or Rules and Regulation. Any final action taken by the Board of Directors in executive session shall be recorded in separate minutes, which are retained but not circulated. Members may contact any Board member at any time concerning matters they wish to be discussed at a regularly scheduled meeting of the Board. Request(s) for non-scheduled meetings for the purpose of presenting particular issues to the Board shall be in writing and delivered to the President of the Association. Every reasonable effort will be made to act upon such requests within two weeks of their receipt.

ii. Special meetings of the Board of Directors may be called by the President, and shall be called by the President or Secretary upon the written request of at least two (2) Directors.

(b) Notice. Regular meetings of the Board of Directors may be held without notice. The President or any two (2) Directors may call and give notice of a special meeting of the Board of Directors. The person or persons calling a special meeting of the Board of Directors shall give notice thereof at least two (2) days before the meeting by any usual means of

communication. Such notice must specify the purpose for which the meeting is called. An agenda will be delivered to the Members prior to such meetings. Any duly convened regular or special meeting may be adjourned by the Directors to a later time without further notice.

(c) Waiver of Notice. Any Director may waive notice of any meeting before or after the meeting. The waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Association for inclusion in the minutes. The attendance by a Director at, or the participation of a Director in, a meeting shall constitute a waiver of any required notice of such meeting, unless the Director, at the beginning of the meeting (or promptly upon the Director's arrival thereat), objects to holding the meeting or to transacting any business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

(d) Conduct of Meetings. The President shall preside over meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record all resolutions adopted at the meetings and proceedings occurring at the meetings. The Secretary shall, within one week of said meeting, provide the Crowfields property manager a copy of the minutes of all meetings of the Board of so that all such minutes are available for inspection by any Association Member during normal business hours

Section 9.7 Action by Directors Without Meeting. Action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board of Directors and evidenced by one or more written consents signed by each Director before or after such action, describing the action taken, and delivered to the Secretary of the Association for inclusion in the minutes. Such actions may include, for example, approving residency applications.

ARTICLE 10

MANAGING AGENT

Section 10.1 Compensation. The Board of Directors may employ for the purpose of administering the Condominium a "managing agent" at compensation to be established by the Board of Directors. The managing agent shall be a bona fide business enterprise or individual which manages common interest communities. Otherwise, the managing agent may be a full-time employee of the Association who shall organize, staff, train, and administer the in-house personnel solely to perform the managing agent duties set forth below. The Board of Directors shall impose appropriate standards of performance upon the managing agent, and any managing agent may be removed by the Board of Directors at any time.

Section 10.2 Duties. The managing agent shall perform such duties and services as the Board of Directors shall direct. Such duties and services may include, without limitation, the duties listed in Section 9.5(b), (c), (d), and (k). However, the Board of Directors may not delegate to the managing agent the powers and duties set forth in Section 9.5(e), (f), (g), (h), (i), (j), (l), (m), (n), (o), (p), (q), and (r). In addition and generally, the managing agent shall

perform the obligations, duties, and services relating to the management of the Condominium in compliance with the provisions of these Bylaws and the Declaration.

ARTICLE 11

OFFICERS

Section 11.1 Designation and Duties of Officers. The principal officers of the Association shall be the President (who shall also serve as Chairman of the Board of Directors), Vice President, Secretary, Assistant Secretary, Treasurer, and Assistant Treasurer, all of whom shall be elected by the Members as part of their process to elect Members to serve as Directors. The Members may also elect such other officers as in their judgment may be necessary, but these other officer positions must be filled as part of the Members' process to elect Directors. All officers shall be Unit Owners, officers of corporate Unit Owners, partners of partnership Unit Owners, or members of limited liability company Unit Owners, and shall be members of the Board of Directors. Each officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent, if any, inconsistent with the Declaration and these Bylaws, and shall perform such other duties as may be assigned to such office by resolution of the Board of Directors. If any officer is unable for any reason to perform the duties of the office on a temporary basis, but the officer does not resign, the President (or the Board of Directors if the President fails to do so) may appoint another Member the President deems, in the President's sole discretion, to be capable of acting in such officer's stead on an interim basis. The Member temporarily appointed shall serve in the officer position on this interim basis for all purposes, but the Member temporarily appointed shall not serve on an interim basis as a Director. The Member temporarily appointed shall not be another current officer or a current Director.

Section 11.2 Election of Officers. The officers of the Association shall be elected annually by the Members at the Members' annual meeting in December in the same election as when Directors are elected. Each officer shall hold office for a term one (1) year or until such officer's death, resignation, retirement, removal, or disqualification, or until the election and qualification of such officer's successor.

Section 11.3 Removal and Resignation. An officer is removed from office only when that individual is removed as a Director pursuant to Section 9.4. An officer may resign at any time by notifying the Association, in writing, of such resignation. A resignation shall be effective upon receipt by the Association unless it specifies in writing a later effective date. In the event a resignation so specifies a later effective date, the Board of Directors may fill the pending vacancy prior to such date; however, the successor to the resigning officer may not take office until the effective date. An officer's resignation does not affect the Association's contract rights, if any, with such officer.

Section 11.4 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors after receiving one or more recommendations for a replacement from the Nominating Committee. The vacancy in the office and the vacancy in the directorship shall

be filled by the same individual. The individual appointed to fill a vacancy shall serve for the remainder of the term of the officer such individual replaces.

Section 11.5 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the management of the Association in accordance with these Bylaws. The President, when present, shall preside at all meetings of Members. The President, with any other proper officer, may sign any deeds, leases, mortgages, bonds, contracts, or other instruments which lawfully may be executed on behalf of the Association, except where required or permitted by law otherwise to be signed and executed and except where the signing and execution thereof shall be delegated by the Board of Directors to some other officer or agent. In addition, the President shall prepare, execute, certify, and record amendments to the Declaration on behalf of the Association. In general, the President shall perform all duties incident to the office of President and such other duties as from time to time may be assigned by the Board of Directors, including, but not limited to, powers to appoint committee chairs from among Association Members as he/she may in his/her discretion deem appropriate in assisting in the conduct of the affairs of the Association. In making committee appointments, the President shall, to the extent reasonably possible, strive for representation from different areas of the community. The President is a non-voting, *ex officio* member of all committees except the Nominating Committee.

Section 11.6 Vice President. In the absence of the President or in the event of the President's death, inability, or refusal to act, the Vice President, unless otherwise determined by the Board of Directors, shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 11.7 Secretary. The Secretary, or such other person as may be designated by the Board, shall keep minutes of all meetings of the Board of Directors and Members' meeting. The Secretary 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 Secretary. The Secretary shall deliver to the Association office copies of the minutes of all meetings of the Board of Directors and of the Members' meetings so that all such minutes are available for inspection by any Association Member during normal business hours.

Section 11.8 Assistant Secretary. In the absence of the Secretary or in the event of the Secretary's death, inability, or refusal to act, the Assistant Secretary, unless otherwise determined by the Board of Directors, shall perform the duties of the Secretary, and when so acting shall have all the powers of and be subject to all the restrictions upon the Secretary. The Assistant Secretary shall perform such other duties as from time to time may be assigned by the Secretary, by the President, or by the Board of Directors.

Section 11.9 Treasurer. The Treasurer shall oversee all funds and securities belonging to the Association. The Treasurer shall ensure that appropriate accounting records shall be maintained as may be required by law and, in general, perform all the duties incident to

the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors. The Treasurer shall not be responsible for any matter that has been delegated by the Board of Directors to any other Association officer or outside agent.

Section 11.10 Assistant Treasurer. In the absence of the Treasurer or in the event of the Treasurer's death, inability, or refusal to act, the Assistant Treasurer, unless otherwise determined by the Board of Directors, shall perform the duties of the Treasurer, and when so acting shall have all the powers of and be subject to all the restrictions upon the Treasurer. The Assistant Treasurer shall perform such other duties as from time to time may be assigned by the Treasurer, by the President, or by the Board of Directors.

ARTICLE 12

COMMITTEES

Section 12.1 Nominating Committee. The President of the Board of Directors shall propose a Nominating Committee (as set forth in Section 9.2(a) of these Bylaws) for the approval of the Board of Directors. The approved nominees to the Nominating Committee shall be presented to the Members who shall elect the Nominating Committee at the July Members meeting.

Section 12.2 Committees of the Board of Directors. The President may establish and designate committees to assist the Board of Directors in fulfilling its functions for the Association, but these committees do not have the authority, and cannot exercise the authority, of the Board of Directors in the management of the Association. Members of these committees shall serve for one-year terms as committee members, which terms coincide with the term of the President. The President shall appoint the chairs of committees, except the Nominating Committee, and those chairs shall select the members of their committee. To the extent applicable, the provisions of these Bylaws governing meetings, acting without meeting, notice and waiver of notice, and quorum and voting requirements of the Board of Directors apply to any committees of the Board of Directors established pursuant to this Section. The designation of any committee of the Board of Directors shall not operate to relieve any director of any responsibility imposed upon him or her by law or by these Bylaws. No committee chair may serve more than three consecutive one-year terms as chair of a committee but may continue to serve on a committee outside of the role of committee chair.

Section 12.3 Standing Committees. Standing Committees have a continuing function in the conduct of the Association, and the Standing Committees are established by these Bylaws. The Standing Committees assist the Board of Directors in fulfilling its functions for the Association, but Standing Committees do not have, and cannot exercise, the authority of the Board of Directors in the management of the Association. The Standing Committees are the Architectural Review Committee, Bylaws Committee, Finance Committee, Grounds Committee, Human Resources Committee, and Nominating Committee. Members of these committees have a one-year term of office, which coincides with the term of the President, except the Nominating Committee, whose dates of office are set forth in Section 9.2(a). The President shall appoint the

chair of each of the Standing Committees, except the Nominating Committee, and those chairs shall select the members for their committee. To the extent applicable, the provisions of these Bylaws governing meetings, acting without meeting, notice and waiver of notice, and quorum and voting requirements of the Board of Directors apply to any committees of the Board of Directors established pursuant to this Section. A Standing Committee shall not operate to relieve any Director of any responsibility imposed upon him or her by law or by these Bylaws. No committee chair may serve more than three consecutive one-year terms as chair of a committee but may continue to serve on a committee outside of the role of committee chair.

Section 12.4 Ad Hoc Committees; Special Committees. Ad Hoc Committees or Special Committees, which shall exist until their assigned task is completed, shall be proposed by the President. Their duties and responsibilities, members, and chair shall be established and approved by the Board of Directors.

Section 12.5 Subcommittees. To the extent applicable, subcommittees created by committees of the Board of Directors or Standing Committees are subject to the provisions of these Bylaws governing meetings, acting without meeting, notice and waiver of notice, and quorum and voting requirements of the Board of Directors. A subcommittee shall not operate to relieve any director of any responsibility imposed upon him or her by law or by these Bylaws.

ARTICLE 13

INDEMNIFICATION AND OTHER DIRECTOR AND OFFICER ISSUES

Section 13.1 Execution of Documents. All agreements, contracts, deeds, leases, checks, and other instruments of the Association for expenditures or obligations for Shared Common Expenses and all checks drawn upon reserve accounts, must be executed by two (2) officers designated by the Board of Directors. Any officer of the Association may be designated by Board of Directors resolution to sign a statement of Shared Common Expenses on behalf of the Association.

Section 13.2 Indemnification. The Association shall indemnify, to the fullest extent permitted by law and this Article, any Person who is or was a party to, or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding (and any appeal therein), whether civil, criminal, administrative, arbitrative, or investigative and whether or not brought by or on behalf of the Association, by reason of the fact that such Person is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise or as a trustee or administrator under an employee benefit plan, or arising out of such party's activities in any of the foregoing capacities, against all liability and litigation expense, including reasonable attorney fees; PROVIDED, HOWEVER, THAT the Association shall not indemnify any such Person against liability or expense incurred on account of such Person's activities which were at the time taken known or believed by such Person to be clearly in conflict with the best interests of the Association or if such Person received an improper personal benefit from such activities. The

Association likewise shall indemnify any Person eligible for indemnification under the introductory sentence of this Section for all reasonable costs and expenses (including attorney fees) incurred by such Person in connection with the enforcement of such Person's right to indemnification granted herein.

The Association shall pay all expenses incurred by any claimant hereunder in defending a civil or criminal action, suit, or proceeding as set forth above in advance of the final disposition of such action, suit, or proceeding, upon receipt of an undertaking by or on behalf of such claimant to repay such amount if it ultimately shall be determined that such claimant is not entitled to be indemnified by the Association against such expenses.

The Board of Directors of the Association shall take all such action as may be necessary and appropriate to authorize the Association to pay the indemnification required by this Bylaw, including without limitation, (a) a determination by a majority vote of disinterested Directors (i) that the activities giving rise to the liability or expense for which indemnification is requested were not, at the time taken, known or believed by the Person requesting indemnification to be clearly in conflict with the best interests of the Association and (ii) that the Person requesting indemnification did not receive an improper personal benefit from the activities giving rise to the liability or expense for which indemnification is requested, and (b) to the extent needed, giving notice to the members of the Association.

Any Person who at any time after the adoption of this Bylaw serves or has served in any of the aforesaid capacities for or on behalf of the Association 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 this Bylaw.

Section 13.3 Compensation of Directors and Officers. No salary or other compensation shall be paid by the Association to any Director or officer of the Association for serving or acting as such, but this shall not preclude the payment of salary or other compensation for the performance by any Person serving as a Director or officer for services provided to the Association in a capacity other than that of Director or officer, nor shall it preclude the reimbursement of reasonable, ordinary, and necessary expenses incurred in serving or acting as a Director or officer.

ARTICLE 14

BOOKS AND RECORDS

Section 14.1 Maintenance of Books and Records and Financial Review. The Association shall keep and maintain as permanent records those documents as the Board reasonably determines pursuant to N.C. Gen Stat. § 47A-20. The Association may cause to be adopted procedures for such level of financial review and compilation of the Association records

as the Board of Directors may determine appropriate, which may include an audit or some lesser level of review. The cost of any such financial review shall be a Shared Common Expense.

Section 14.2 Availability. The books and records of the Association shall be available for inspection by the Members and their attorneys and accountants pursuant to the terms and conditions established by the Board of Directors.

Section 14.3 Accounting Report. Within one hundred twenty (120) days after the end of each fiscal year, the Board of Directors shall make available to Members an itemized accounting of the Shared Common Expenses actually incurred and paid for such fiscal year, together with a tabulation of the amounts collected pursuant to the annual budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves.

In addition, the Board of Directors, in its sole discretion, may authorize an audit of the Association or any other level of financial review of the books and records of the Association, and if authorized, such service shall be a Shared Common Expense of the Association. In the event that a Unit Owner or Unit Owners request an audit of the Association and the Board of Directors does not authorize an audit, an audit may be conducted and paid for by the requesting Unit Owner or Unit Owners.

Section 14.4 Fiscal Year. The fiscal year of the Association shall be January 1 through December 31.

Section 14.5 Seal. The official seal of the Association shall consist of two concentric circles between which is the name of the Association and in the center of which is inscribed "SEAL"; and such seal, in the form approved by the Board of Directors, shall be adopted by the Board as the official seal of the Association.

ARTICLE 15

NOTICES

Except as specifically provided otherwise in the Declaration or these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be deemed to have been duly given if delivered personally, transmitted by electronic mail, or sent by United States mail, postage prepaid, or if notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid: (a) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Condominium Unit of such Unit Owner; and (b) if to the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the Association. If a Condominium Unit is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder, otherwise the Person receiving the notice shall have the responsibility for notifying the other Persons comprising the Unit Owner.

ARTICLE 16

EASEMENTS

All of the Common Elements, except the Limited Common Elements, if any, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Owners of Units in Crowfields for their use and the use of their tenants, guests, and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended for the use and enjoyment of the Units.

Notwithstanding the replacement of the Original Declaration and Original Bylaws with the Declaration and these Bylaws, all easements created and described in the Original Declaration and Original Bylaws shall be easements appurtenant to, and shall run with, the land by whomsoever owned, whether or not the same shall be contained or referred to in any future deed or conveyance, and shall at all times inure to the benefit of, and be binding upon, the Association, the Owners, and all of their grantees and their respective heirs, successors, personal representatives or assigns.

ARTICLE 17

RIGHT OF ENTRY IN EMERGENCIES

In case of any emergency originating in or threatening any Unit or the Common Elements, regardless of whether the Owner or other Person in occupancy is present at the time of such emergency, the Board of Directors, or any other Person authorized by it, or the managing agent, shall have the right to enter such Unit, and such Common Elements, for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

ARTICLE 18

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON ELEMENTS OR OTHER UNITS

Whenever it may be necessary to enter any Unit for the purpose of performing any maintenance, alteration, or repair to any portion of the Common Elements or adjacent Units, the Owner of each Unit shall permit other Owners or their representatives, or the duly constituted and authorized agent of the Association, to enter such Unit for such purpose, provided that the entry shall be made only at reasonable times and with reasonable advance notice. The Association, its agents, or contractors, may enter a Unit pursuant to this Section for the purpose of inspecting the Unit for vermin, insects, or other pests and for taking reasonable measures to control or exterminate such pests. All Owners must provide the Association with a key for the purposes set forth in Articles 17 and 18. If a key is not made available and forced entry has to be made, the Owner will be responsible for the cost of any necessary repairs. No Owner shall alter any lock or install a new lock on their Unit without notifying the Association and providing the Association a new key.

ARTICLE 19

LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY UNITS; NO RIGHT TO ALTER COMMON ELEMENTS

Section 19.1 Alteration or Modification of Units. A Member may not make interior or exterior structural modifications to a Unit without prior written approval of the Board of Directors and its appointed Architectural Review Committee. A request should be made in writing to the Association or its appointed Architectural Review Committee. Subject to the appointed Architectural Review Committee's recommendation, the request will be submitted to the Board for final approval. Interior structural modifications include modifications to basements and attics. The Board shall have the obligation to respond to requests no later than ten (10) days from the first monthly meeting following receipt of the request.

No Owner shall cause any improvements or changes to be made to any Unit or building (other than interior painting or other interior decoration) including the installation of electrical wiring, television or radio antennae, or any other objects, machines, or equipment which may protrude through the walls or roof of any Unit or building, or in any manner alter the appearance of the exterior portion of any building without the written consent of the Association being first had and obtained. Such consent shall not be unreasonably withheld. No Owner shall cause any object to be affixed to the Common Elements or in any manner change the appearance of the Common Elements without the written consent of the Association being first obtained.

In the event the Association shall grant its consent for such improvements or changes to be made, such improvements, including, but not limited to, all antennae and other objects, machines or equipment which may protrude through the walls or roof, shall become and be deemed to be a part of the Unit to which they are affixed. As a condition to the granting of written consent of the Association to an Owner for the installation of any improvements within the Limited Common Elements assigned to such Owner's Unit, the obligation of Upkeep of such Limited Common Elements, and any improvements and betterments installed therein, shall be deemed to be the obligation of such Owner at the cost and expense of such Owner, and the Association shall have no further obligation to provide such Upkeep or bear the cost thereof as otherwise set forth in this Declaration.

Section 19.2 Common Elements Appurtenant to Units.

(a) The undivided interest in the Common Elements declared to be an appurtenance to each Unit shall not be conveyed, devised, encumbered, or otherwise dealt with separately from said Unit, and the undivided interest in Common Elements appurtenant to each Unit shall be deemed conveyed, devised, encumbered, or otherwise included with the Unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such Unit. Any instrument conveying, devising, encumbering, or otherwise dealing with any Unit, which describes said Unit by the number designation assigned thereto by the map recorded as aforesaid without limitation or exception, shall be deemed and construed to affect the entire Unit and its appurtenant

undivided interest in the Common Elements. Any Unit and its appurtenant undivided interest in the Common Elements may be owned by more than one Person as tenants in common, joint tenants, or as tenants by the entirety. The undivided interest in Common Elements appurtenant to each Unit remains the percentages set forth in Cluster Governing Documents, and the undivided interests are typically located in Item 4 in the declaration of condominium for each cluster. For ease of reference, these undivided interest percentages for all units are shown in a single chart in Exhibit 3, which is a chart incorporated into a prior amendment to the Bylaws recorded in Book 4019, Pages 252-282, in the office of the Register of Deeds of Buncombe County, with said chart being "Exhibit A" and appearing on pages 23 and 24 of that recorded document. The undivided interest in Common Elements appurtenant to each Unit is not amended by these Bylaws and is not set forth in Exhibit 2. No additional interests in any Common Elements are granted, conveyed, or otherwise transferred to any Owner by virtue of these Bylaws, and the Association continues to hold record title in its name to certain real property that forms a part of the Common Elements.

(b) Recognizing that the proper use of a Unit by an Owner or Owners is dependent upon the use and enjoyment of the Common Elements in common with the Owners of all other Units, and that it is in the interest of all Owners that the ownership of the Common Elements be retained in common by the Owners, it is hereby declared that the proportional undivided interest in the Common Elements appurtenant to each Unit shall remain undivided, and no Owner shall bring or have any right to bring any action for partition or division of the Common Elements.

ARTICLE 20

MAINTENANCE AND REPAIR BY OWNERS OF UNITS

Section 20.1 Owner Upkeep of Units. Every Owner shall perform promptly all Upkeep within his Unit which, if omitted, would affect the Condominium, either in its entirety or in a part belonging to other Owners, or adversely impair the ability to rent such Owner's Unit or any other Unit, and every Owner shall be expressly responsible for the damages and liability which his failure to do so may engender. The Owner of each Unit shall be liable and responsible for the Upkeep of all air conditioning and heating equipment, fans or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service solely to his Unit. Such Owner further shall be responsible and liable for the Upkeep of the surfaces of any and all walls, ceilings, and floors in the interior of his Unit including painting, decorating and furnishings, and all other accessories in his Unit.

Section 20.2 Decks, Patios, and Porches. -The Owners of Units with decks, patios, or porches shall be responsible for the following Upkeep:

(a) All deck, porch, and patio (including the structure) repair, maintenance, and replacement shall be at the sole cost and expense of the Owner entitled to the use of said deck, patio, or porch.

(b) The stairs leading to or from any decks, porches, or patios shall be maintained, repaired, or replaced at the sole cost and expense of the Owner entitled to the use of said deck, patio, or porch to which the stairs lead.

(c) Notwithstanding the above, the Association shall paint decks, porches, patios, and stairs in accordance with its regular painting schedule. In the event that a deck, porch, patio, or stairs is in need of painting more often than the regular schedule, such additional painting will be at the sole cost and expense of the Owner.

Section 20.3 Maintenance-Insurance Proceeds. Whenever the Upkeep of any item for which the Owner of a Unit is obligated to perform at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of performing such Upkeep, except that the Owner of such Unit shall be, in said instance, required to pay such portion of the costs of such Upkeep as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such Upkeep.

Section 20.4 Limited Common Elements. Except as otherwise stated herein, all betterments and improvements added to the Limited Common Elements by the Owners are a part of the respective Units and shall be maintained by the respective Owners. The cost of Upkeep of the Limited Common Elements shall be paid by the Owners to whom the exclusive right to use the Limited Common Elements are allocated. Notwithstanding this Section, the Board may, in its reasonable discretion, designate the cost of Upkeep of Limited Common Elements as a Shared Common Expense when said Upkeep is required pursuant to a common plan for the overall Upkeep of the Common Elements.

ARTICLE 21

MAINTENANCE AND REPAIR OF COMMON ELEMENTS BY THE ASSOCIATION

Section 21.1 Association Upkeep of Common Elements. Other than the Upkeep of Limited Common Elements required by the Owner, the Association shall be responsible for the Upkeep of the Common Elements, including the roofs, and all conduits, ducts, plumbing, wiring, and other facilities located in the Common Elements or in a Unit for the furnishing of utility and/or other services to the Common Elements or other Units. Specifically with regard to the condominium buildings on the Property, the Association shall provide Upkeep to the buildings using materials close in quality and appearance to the original and in accordance with the current construction standards at the time any Upkeep is performed.

Section 21.2 Damage Caused by Owner.

(a) Whenever the Upkeep of any item for which the Association is obligated to perform at its expense is occasioned by any act of an Owner, his tenants, guests, or

invitees, and such loss or damage may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of such Upkeep, except that the Owner who is responsible for the act causing the damage (whether done by himself or his tenants, guests, or invitees) shall be required to pay such portion of the cost of such Upkeep as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such Upkeep.

(b) Whenever the Upkeep of any item for which the Association is obligated to maintain, replace or repair at its expense is occasioned by an act of an Owner, his tenants, guests, or invitees, and such loss or damage is not covered by any insurance maintained in force by the Association, the Owner who is responsible for the act causing the damage (whether done by himself or his tenants, guests, or invitees) shall be required to pay the cost of such Upkeep.

ARTICLE 22

AUTHORITY TO PURCHASE INSURANCE

All required or permitted insurance policies (other than title insurance and insurance on betterments and improvements to the Units and Limited Common Elements, if any) upon the Property (other than the personal property of the Owners) shall be purchased by the Association in the name of the Association, as Trustees for the Owners and their respective Mortgagees as their interests may appear, and shall provide for the issuance of certificates or memoranda of insurance to the Association and to any Owner, Mortgagee, or beneficiary of a deed of trust. Each Owner may obtain insurance, at his own expense, affording coverage upon his Unit, his personal property and betterments and for his personal liability as may be permitted or required by law, and such insurance shall, if available, contain a waiver of subrogation as to any claims against Owners, the Association and their respective servants, agents and guests.

ARTICLE 23

INSURANCE COVERAGE TO BE MAINTAINED; USE AND DISTRIBUTION OF INSURANCE PROCEEDS

Section 23.1 Insurance Coverages. The following insurance coverage shall be maintained in full force and effect by the Association:

(a) Casualty insurance covering the Common Elements, and to the extent reasonably available, the Units, including all buildings and all improvements upon the land and all personal property included within the Condominium, except such personal property as may be owned by the Owners, shall be procured in an amount not less than one hundred percent (100%) of the maximum insurable replacement value thereof (exclusive of land, excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss or damage by fire and other hazards

covered by the standard extended coverage endorsement, as well as such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief. Casualty insurance obtained for the buildings and improvements shall provide such coverage commonly known as "all-inclusive building" coverage and/or "completed Unit" coverage as such terms are used in the insurance industry, and shall include, but not be limited to, all components of the Units together with fixtures, cabinets, built-in appliances, and all other such improvements which were part of the original completed Units, except for betterments and improvements installed by the Owner. Notwithstanding the foregoing or any other portion of this Article, the Association is not required to maintain, and expressly will not acquire or hold, flood insurance, or any other insurance covering loss or damage from flood on any Common Elements or Unit.

(b) Public liability and property damage insurance in such reasonable amounts and covering all occurrences commonly insured against including, death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements, and in such forms as shall be required by the Association, including, but not limited to, legal liability, hired automobiles, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Owners as a group to an Owner.

Section 23.2 Premiums – Shared Common Expenses. Premiums for insurance policies purchased by the Association shall be paid by the Association as Shared Common Expenses to be assessed and collected from all of the Owners of Units.

Section 23.3 Deductibles. The deductible, if any, on any insurance policies maintained by the Association shall be paid by the Association as a Shared Common Expense. In the event that the cause of any damage or destruction of any portion of the Condominium originated in or through the Common Elements or an apparatus located within the Common Elements, the Association may assess (i) any deductible amount necessitated by either the intentional act or omission, negligence, abuse, misuse, or neglect of an Owner, or his or her family, guest, tenant, or the family or guest of said tenant, against such Owner; and (ii) a proportionate share of the deductible amount to any Owner whose Unit is repaired (or which Owner is compensated) by funds from the insurance policies maintained by the Association, based on the proportionate amount of insured loss incurred to the Unit relative to the total insured loss to the Common Elements and other Units. In the event that the cause of any damage or destruction to any portion of the Condominium originated in or through a Unit or any component thereof, then the Owner of said Unit shall pay the deductible under the Association's master casualty policy without regard to whether the Owner was negligent. If an Owner fails to pay the deductible assessed against his or her Unit and the Association pays the deductible cost owed by the Owner, then the deductible cost paid by the Association shall be charged to the Unit as a Benefited Assessment for which the Association shall have a lien.

Section 23.4 Insurance Claim Adjustment. Any loss covered by the property insurance maintained by the Association shall be adjusted with the Association; provided,

however, all insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their Mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association as Trustee. The Trustee shall hold such proceeds in trust for the benefit of the Owners and their respective Mortgagees as their interests may appear.

Section 23.5 Mortgagee-Insurance Proceeds. In the event a mortgage endorsement has been issued for a Unit, the share of any insurance proceeds of the Owner shall be held for the Mortgagee and the Owner as their interests may appear, but nothing herein contained shall be construed so as to give any Mortgagee the right to determine or participate in the determination of reconstruction or repair.

Section 23.6 Use of Insurance Proceeds. Proceeds of insurance policies received by the Association shall be disbursed first for the repair, reconstruction, or restoration of the damaged property, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Condominium is terminated except as specified in Article 24.

Section 23.7 Insurance Policy Requirements. Insurance policies carried pursuant to this Article 23 shall provide that:

- (a) Each Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;
- (b) The insurer waives its right to subrogation under the policy against any Owner or members of his household, if applicable;
- (c) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will preclude recovery under the policy;
- (d) If, at the time of any loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; and
- (e) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Owner, and each Mortgagee or beneficiary under a deed of trust to whom certificates or endorsements have been issued at their respective last known addresses.

Section 23.8 Insurance Coverage - Betterments. The Association shall not be required to maintain insurance coverage for any betterments or improvements to the Units and/or Limited Common Elements added by any Owner and an Owner may be required to maintain such liability coverage as is otherwise provided herein.

Section 23.9 Insurance Availability Notification. If the insurance described in this Article is not reasonably available, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners.

Section 23.10 Fidelity Insurance. If desired, the Association may maintain fidelity insurance.

ARTICLE 24

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

Section 24.1 Repairs with Insurance Proceeds. Any portion of Crowfields for which insurance is required pursuant to Article 23 which is damaged or destroyed shall be repaired or replaced promptly by the Association using insurance proceeds and assessing Owners for any deficiency, unless more than two-thirds (2/3) of a cluster building is destroyed by fire or other disaster and the Owners of three-fourths (3/4) of Units in that cluster building duly resolve not to proceed with repair or restoration. In that event, the Board shall proceed pursuant to N.C. Gen. Stat. § 47A-25; provided, however, that the Association shall have the right, prior to partition or any conveyance of any interest in the damaged real property after the resolution not to proceed with repair or restoration, to purchase the undivided interests from these Owners for fair market value in its current condition at the time, with such value being conclusively determined by an appraisal obtained by the Association and with such right to purchase expiring thirty (30) days after the resolution not to proceed with repair or restoration.

Section 24.2 Repairs of Condominium Buildings. In those instances when insurance proceeds are not available, any Common Elements that are part of, or encompassed within, the buildings in Crowfields that are damaged or destroyed shall be repaired or replaced by the Association, with the Association assessing all Owners in Crowfields for any costs of repair or replacement, unless more than two-thirds (2/3) of a cluster building is destroyed by fire or other disaster and the Owners of three-fourths (3/4) of Units in that cluster building duly resolve not to proceed with repair or restoration. In that event, the Board shall proceed pursuant to N.C. Gen. Stat. § 47A-25; provided, however, that the Association shall have the right, prior to partition or any conveyance of any interest in the damaged real property after the resolution not to proceed with repair or restoration, to purchase the undivided interests from these Owners for fair market value in its current condition at the time, with such value being conclusively determined by an appraisal obtained by the Association and with such right to purchase expiring thirty (30) days after the resolution not to proceed with repair or restoration.

Section 24.3 Estimates of Replacement Costs. Immediately after the casualty causing damage to property for which the Association has the responsibility for maintenance and repair, the Association shall obtain reliable and detailed estimates of the costs to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors deems necessary or appropriate.

Section 24.4 Priority of Repair. When the damage is to Common Elements, Limited Common Elements, and Units, the insurance proceeds will be applied first to the costs of repairing the Common Elements, secondly to the costs of repairing the Units, and thirdly to the costs of repairing the Limited Common Elements.

Section 24.5 Association Right to Insurance Adjustments. Each Owner shall be deemed to have delegated to the Association his right to adjust with insurance companies all losses under policies purchased by the Association.

ARTICLE 25

ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

To properly administer the operation and management of the Condominium, the Association will incur for the mutual benefit of all of the Owners of Units, costs and expenses which are part of the Shared Common Expenses. To provide for the payment of the Shared Common Expenses, the Association has heretofore been granted the right to make, levy, and collect Assessments against the Owners and their Units. In furtherance of this grant of authority to the Association to make, levy, and collect Assessments to pay the Shared Common Expenses of the Condominium, the provisions of this Article shall be operative and binding upon the Owners of all Units.

As more fully explained below, Assessments in Crowfields consist of Annual Assessments based on the annual budget established pursuant to Section 25.4 and payable in installments on a monthly or other basis (commonly known as dues or HOA fees) as determined by the Board, Special Assessments levied pursuant to Section 25.5 herein as additional Assessments and payable on such terms as the Board determines, and Benefited Assessments levied pursuant to Section 25.7 herein and payable on such terms as the Board determines.

Section 25.1 Levy of Assessments. Except as specifically otherwise provided for in this Article or elsewhere in these Bylaws, Assessments levied by the Association shall be levied against all Unit Owners pursuant to the allocation factor of Shared Common Expenses set forth in Exhibit 2. The allocations set forth in Exhibit 2 do not change the ratio of undivided interests in the applicable Common Elements for each Unit Owner that are stated in each cluster Declaration as explained in Section 19.2. Specifically to Assessments, the allocations shown on Exhibit 2 reflect the aggregated percentage calculation following combination of (i) the pro rata percentages from the undivided interest allocations shown in each cluster Declaration for each Unit, which remain unchanged by this amendment to the Bylaws, that yield the Cluster Reserve Fee and the cluster portion of the total Management Fee, and (ii) the Community Fee originally provided for in the Bylaws set forth in Book 2360, Page 686 recorded on October 26, 2000, and all subsequent amendments. No change to the pro rata percentages of undivided interests is occurring in this Amendment for real property purposes or assessment purposes, but the allocations in Exhibit 2 reflect a calculated consolidation of the Assessment obligations established through prior amendments for ease of administration upon consolidation following the Transfer and Delegation.

Should the Association be the Owner of a Unit or Units, the Assessment which would otherwise be due and payable to the Association by the Owner of such Unit or Units, reduced by the amount of income which may be derived from the leasing of such Unit or Units by the Association, shall be apportioned and assessment therefor levied equally among the Owners of all Units which are not owned by the Association. By these Bylaws, the Association is authorized to assess and collect all Assessments and related charges imposed against all Unit Owners as set forth herein, regardless of whether all Cluster Associations enter into the Transfer and Delegation.

Section 25.2 Assessments - Limited Common Elements. Any Shared Common Expense associated with the maintenance, repair or the replacement of a Limited Common Element shall be assessed as a Benefited Assessment equally against the Units to which that Limited Common Element is assigned. Any Shared Common Expense or portion thereof benefiting fewer than all of the Units must be assessed as a Benefited Assessment exclusively against the Units benefited in such proportions as determined by the Board.

Section 25.3 Payment of Assessments. Assessments provided for herein may be payable in installments as directed by the Board of Directors of the Association. Each Unit Owner covenants, pledges, and agrees to make payment of all Assessments within the time provided for by the Association. Unless otherwise determined by the Board, payment of Annual Assessments shall be payable in twelve (12) equal installments, each of which shall be due on the first (1st) day of each month. The payment of any Annual Assessment shall be considered in default if payment is not received by the tenth (10th) day of the month in which any payment installment is due.

Section 25.4 Association Budget. The Board of Directors of the Association shall establish an annual budget ("Annual Budget") in advance for each fiscal year (January 1 through December 31) and propose the budget to the Members. Such Annual Budget shall project all expenses for the forthcoming fiscal year which may be required for the proper operation, management, and maintenance of Crowfields, including a reasonable allowance for contingencies and reserves. Such Annual Budget also must take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an Assessment each year. The Board of Directors shall keep separate, in accordance with Section 25.6 hereof, items relating to operation and maintenance from items relating to capital improvements and reserve funds. Copies of the proposed Annual Budget or summaries thereof shall be delivered electronically to the Members at least thirty (30) days before the December meeting. The proposed Annual Budget shall be considered for ratification by the Members at the December Members meeting. The Annual Budget is ratified unless at that meeting a majority of all the Members reject the Annual Budget. There shall be no requirement that a quorum be present at any meeting for which ratification of a budget is being considered, but a quorum is required as mandated by law for any other business to be conducted at such a meeting, unless otherwise set forth herein. In the event the proposed Annual Budget or any amendment thereto is rejected, the periodic budget as last ratified shall be continued until such time as the Members ratify (i.e., fail to reject by a majority of all Members) a subsequent Annual Budget or

amendment thereto proposed by the Board of Directors. The collective total of the Annual Assessments for that fiscal year shall be based on the total amount of the Annual Budget, and the Annual Assessment for each Unit Owner shall be based on the percentage allocation of Shared Common Expenses set forth in Exhibit 2.

Notwithstanding the foregoing, Members must approve any new line item in the Annual Budget, or any amendment thereto, in excess of Five Thousand and No/100 Dollars (\$5,000.00) or any increase in a line item that is both greater than fifteen percent (15%) and in excess of One Thousand and No/100 Dollars (\$1,000.00), by a vote conducted separate and apart from any budget ratification, although such vote to approve a line item change may be conducted in the same meeting as the budget ratification. For approval, at least two-thirds (2/3) of the Members casting votes, in person or by proxy, must affirmatively vote in favor of such new line item or such increase in a line item.

Section 25.5 Special Assessment. Should the Board of Directors at any time determine, in its sole discretion, that the Annual Assessments levied are, or may prove to be, insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy, without Member approval, such additional assessment as the Board may deem to be necessary in such amount as the Board determines, which shall be a Special Assessment against all Unit Owners. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which such Special Assessment is approved.

Section 25.6 Reserve Fund. The Board of Directors of the Association, in establishing the Annual Budget for operation, management and maintenance of Crowfields, may designate therein a sum to be collected and maintained as a reserve fund for replacement of and capital improvements to the Common Elements, which capital improvement and replacement fund (Reserve Fund) shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may constitute a portion of the Common Elements held for the joint use and benefit of the Owners of Units. The amount to be allocated to the Reserve Fund may be established by said Board of Directors so as to collect and maintain a sum reasonably necessary to anticipate the need for replacement of Common Elements. The amount collected for the Reserve Fund shall be maintained in a separate account by the Association and such monies shall be used only to make capital improvements to Common Elements. Any interest earned on monies in the Reserve Fund may, in the discretion of the Board of Directors of the Association, be expended for current operation and maintenance.

Section 25.7 Benefited Assessments. The Board may levy Benefited Assessments against particular Units for expenses incurred or to be incurred by the Association, as follows:

(a) to cover the costs, including overhead and administrative costs, of Upkeep and replacement of any Limited Common Elements;

(b) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit or occupants thereof upon request of the Unit Owner pursuant to a menu of special services which the Board or the Association's staff may from time to time authorize to be offered to Unit Owners (which might include, without limitation, maintenance service, caretaker service, other services offered by staff, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Unit Owner; and

(c) to cover the cost of any deductible as described in Section 7.2.

Section 25.8 Assessments. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing Crowfields, or to the proper undertaking of all acts and duties imposed upon it by virtue of the Declaration and these Bylaws. As monies for any Assessment are paid into the Association by any Owner of a Unit, the same may be commingled with monies paid to the Association by other Owners of Units. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom or from the leasing or use of Common Elements, shall be held for the benefit of the Members of the Association, no Member of the Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein, except as an appurtenance to his Unit. When the Owner of a Unit shall cease to be a Member of the Association by reason of his divestment of ownership of such Unit, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Condominium.

Section 25.9 Delinquent Assessments. The payment of any Assessment or installment thereof shall be in default if such Assessment or installment is not paid to the Association within ten (10) days of the due date for such payment. When in default, the delinquent Assessment or delinquent installment thereof due to the Association shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until such delinquent Assessment or installment thereof, and all interest due thereon, has been paid in full to the Association. The Association may also charge a late fee not to exceed the greater of Twenty and No/100 Dollars (\$20.00) per month or ten percent (10%) of any Assessment installment until paid. All monies owing to the Association shall be due and payable at the office of the Association. In any case where an Assessment is payable in installments, upon a default by an Owner in the timely payment of any such installment, the maturity of the remaining total of the unpaid installments of such Assessment may be accelerated, at the option of the Board, and the entire outstanding balance of the Assessment, including such delinquent installment, may be declared due and payable in full immediately by written notice to such effect upon the defaulting Owner.

Section 25.10 Liability for Assessments. The Owner or Owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of all Assessments, regular or special, which may be levied by the Association against such Unit while such party or parties are Owner or Owners of a Unit. In the event that any Owner or Owners are in default in payment of any Assessment or installment thereof owed to the Association, such Owner or Owners personally shall be liable, jointly and severally, for interest on such delinquent Assessment or installment thereof as above provided, and for all costs of collecting such Assessment or installment thereof and interest thereon, including a reasonable attorneys' fee, whether suit be brought or not.

No Owner of a Unit may exempt himself from liability for any Assessment levied against him or his Unit by waiver of the use of enjoyment of any of the Common Elements, or by abandonment of the Unit or in any other way.

Section 25.11 Lien for Assessments. Recognizing that proper operation and management of Crowfields requires the continuing payment of costs and expenses therefor, and that such proper operation and maintenance results in benefit to all of the Owners of Units, and that the payment of such Shared Common Expenses represented by the Assessments levied and collected by the Association is necessary in order to preserve and protect the investment of each Owner, the Association is hereby granted the right to place a lien upon each Unit, and any Limited Common Elements assigned to such Unit, and its appurtenant undivided interest in the Common Elements for nonpayment of any Assessment levied against a Unit remaining unpaid for thirty (30) days or longer, which lien also shall secure interest, if any, which may be due on the amount of any delinquent Assessments owing to the Association, and which lien also shall secure all costs and expenses, including reasonable attorneys' fees, which may be incurred by the Association in enforcing the lien provided for herein. Subject to N.C. Gen. Stat. § 47C-3-116, as amended, the lien granted to the Association may be foreclosed in the same manner as real estate mortgages and deeds of trust may be foreclosed under power of sale in the State of North Carolina. The Association shall be entitled to bid at any foreclosure sale and may apply as cash credit against its bid all sums due as provided herein. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, on any such advances made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or may acquire a mortgage, lien, or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any Unit expressly subject to such lien rights.

The lien herein granted unto the Association shall be enforceable from and after the time of recording a claim of lien in the office of the Clerk of Superior Court of Buncombe County, North Carolina, which claim shall state the description of the Unit encumbered thereby, the name of the record owner, the amount due, the date when due and shall comply with any

other requirements under N.C. Gen. Stat. § 47C-3-116, as amended. The claim of lien shall be recordable at any time after default and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been fully paid, but shall be extinguished unless a proceeding to enforce the lien is instituted within three (3) years after the docketing thereof. Such claims of lien shall include only Assessments which are due and payable when the claim of lien is recorded, plus fees, interest, costs, attorneys' fees, advances to pay taxes, and prior encumbrances and interest thereon, all as above provided, and all future assessments, fees, charges, late charges, fines, and interest as set forth in or allowed by N.C. Gen. Stat. § 47C-3-116, as amended. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

The lien provided for herein shall be prior to all liens and encumbrances on a Unit except (1) liens and encumbrances (specifically including, but not limited to, a mortgage or deed of trust on the Unit) recorded before the docketing of the lien in the office of the Clerk of Superior Court, and (2) liens for real estate taxes and other governmental assessments or charges against the Unit. This subsection does not affect the priority of mechanics' or materialmen's liens.

If the holder of a first mortgage or first deed of trust of record, or other purchaser of the Unit, obtains title to the Unit as a result of foreclosure of a first mortgage or first deed of trust, such purchaser, and its heirs, successors and assigns, shall not be liable for the assessments against such Unit which became due prior to acquisition of title to such Unit by such purchaser. Such unpaid assessments shall be deemed to be Shared Common Expenses collectible from all of the Owners including such purchaser, and its heirs, successors and assigns although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

Section 25.12 Statement of Assessment Status. Whenever any Unit may be leased, sold, or mortgaged by the Owner thereof, the Association, upon written request of the Owner, shall furnish to the proposed lessee, purchaser, or Mortgagee, a statement verifying the status of payment of any Assessment which shall be due and payable to the Association for such Unit. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or Mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

Section 25.13 Election of Collection Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment shall not be deemed to be an election by the Association which shall prevent it from thereafter seeking, by foreclosure action, enforcement of the collection of any sums remaining owing to it, nor shall proceeding by foreclosure to attempt such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to the Association.

ARTICLE 26

HOUSING FOR PERSONS AGED 55 OR OLDER

Section 26.1 Intent to Operate as Housing Designed for Persons Who Are 55 Years of Age or Older. It is the intent of the Association that the occupancy of Crowfields be consistent with the Federal Department of Housing and Urban Development (HUD) laws and regulations governing 55-or-older housing. All Condominium Units shall be subject to the following specific requirements:

(a) The Board must approve all new occupants of Units within Crowfields (including but not limited to new Owners, renters or other persons who may occupy a Unit or Units within Crowfields). Any such occupants must provide the Board with written proof that at least one (1) person who is going to occupy the Unit is fifty-five (55) years of age or older, and must supply to the Board all properly completed and executed application forms as required by the Board.

(b) Prior to the rental of any Unit by the Owner of such Unit, the Owner shall provide the Board with written proof that at least one (1) of the proposed tenants who will occupy the Unit is fifty-five (55) years of age or older to comply with the HUD rule. All forms of leases must contain a provision specifically stating that Crowfields is intended to operate as 55-or-older housing, and that occupancy is subject to the prior written approval of the Board.

(c) The Board shall disapprove of the occupancy of any Unit if the effect of allowing occupancy will cause Crowfields to have less than ninety (90%) percent of its occupied Units occupied by at least one (1) person fifty-five (55) years of age or older.

(d) Any purchase, sale, or lease for which authorization is required under these Bylaws, but for which authorization has not been obtained, shall be voidable at the discretion of the Board.

(e) So long as Crowfields is in full compliance with HUD laws and regulations governing 55-or-older housing, no permanent occupant of any Unit within Crowfields shall be less than eighteen (18) years of age. For purposes of this paragraph, the definition of a permanent occupant is a person who will be occupying any Unit within Crowfields, either as an owner, renter, or under any other occupancy, for a period of fifteen (15) consecutive days or thirty (30) days cumulative in a calendar year.

Section 26.2 Proof of Intent. Federal Housing and Urban Development (HUD) Regulation 24 CFR 100.306 requires Crowfields to comply with the following regarding proof of an intent to operate as housing designed for persons who are fifty-five (55) years of age or older. This intent must be clearly stated and shown in the following:

- (a) The manner in which the housing facility or community is described to prospective occupants;
- (b) Any advertising designed to attract prospective occupants;
- (c) Lease provisions;
- (d) Written rules, regulations, covenants, deeds or other restrictions;
- (e) Public posting in common areas of statements describing the facility or community as housing for persons fifty-five (55) years of age or older.

The Association, through its Board, is authorized to take reasonable steps it deems necessary and desirable to so express the intent required.

Section 26.3 Proof of Age. The following are acceptable means of proof which may be accepted by the Association for the purpose of establishing the age of Unit occupants under this Article 26:

- (a) A copy of a birth certificate;
- (b) A copy of a driver's license; or
- (c) An affidavit signed by a member of the household who is eighteen (18) years of age or older.

Section 26.4 Conveyances. Any Member may convey and transfer his Unit by gift, will, or intestacy without complying with the procedures set forth in this Article 26, but upon and after such conveyance and transfer, said Unit shall remain subject to all of the terms and conditions of the Declaration, these Bylaws, and Rules and Regulations adopted hereunder. Notwithstanding this Article, occupancy of any such Unit shall not be permitted to persons all of whom are under the age of fifty-five (55) if the effect of such occupancy will cause Crowfields to have less than ninety percent (90%) of its Units occupied by at least one (1) person fifty-five (55) years of age or older.

ARTICLE 27

USE RESTRICTIONS

Section 27.1 Residential Use. Units shall be used only for single family residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Association consistent with this Declaration and any Supplemental Declaration), subject to applicable laws, except that an Owner or occupant residing in a Unit may conduct Business activities within the Unit so long as: (i) the existence or operation of the Business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the Business activity conforms to

all zoning requirements for the Crowfields; (iii) the Business activity does not involve door-to-door solicitation of residents of Crowfields; (iv) the Business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Property which is noticeably greater than that which is typical of Units in which no Business activity is being conducted; and (v) the Business activity is consistent with the residential character of Crowfields and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Crowfields, as may be determined in the sole discretion of the Board.

Section 27.2 Leases and Sales. In order to ensure a community of congenial residents and thus protect the value of the Units, the leasing of a Unit by an Owner shall be subject to the following provisions:

(a) Restrictions.

i. Units may be rented only in their entirety; no fraction or portion may be rented.

ii. No more than ten percent (10.0%) to be interpreted as no more than nineteen (19) of the total one hundred ninety-two (192) Units existing at the time of adoption of this Article 27, and known as the "Maximum Leasing Limit" of all of the Units in Crowfields may collectively be leased at any one time. Subject to such percentage limitation, all leases are subject to approval by the Board which approval shall not be unreasonably withheld. Upon presentation of a proposed lease for approval, the Board shall determine the number of Units in Crowfields which are leased at that time and shall not approve any lease that causes the number of Units leased to exceed the Maximum Leasing Limit. In any event and notwithstanding anything else in this subsection (a) to the contrary: 1) no Unit Owner may occupy one Unit and lease a different Unit to a third-party at the same time, 2) no Unit may be leased if the Owner of such Unit occupies another Unit in the Condominium, 3) no Unit Owner may lease (as lessor or lessee) more than one Unit in the Condominium at any one time (as lessor or lessee), 4) no Unit may be leased by its Owner (as lessor) if such Owner leases (as lessor or lessee) any other Unit in the Condominium, and 5) no Unit may be leased more than once per 12-month period, and the lease term cannot be for less than three (3) months.

iii. Notwithstanding the above, but subject to subsection (d) of this Article 27 below, the requirements and restrictions of this subsection (a) shall not apply to any lease of a Unit by a Family Member to another Family Member. For purposes of this Article, a "Family Member" shall mean a Unit Owner's spouse, sibling, child or parent.

iv. "Leasing" for purposes of these Bylaws is defined as regular occupancy of a Unit by any person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument. Any leased Unit must also comply with an occupancy limit of no more than four (4) persons per Unit.

v. All leases and lessees are subject to the provisions of the Association Documents. The Owner must make available to the tenant copies of the Association Documents. Any lease of a Unit in Crowfields shall be deemed to contain the following provisions, whether or not expressly stated therein, and each Owner covenants that if such language is not incorporated into a lease they shall nevertheless apply to the Unit (and any lessee, by the occupancy of a Unit, hereby agrees to such application):

"Compliance with Association Documents. Lessee agrees to abide by and comply with all provisions of the Association Documents. Owner agrees to cause all occupants of his or her Unit to comply with the Association Documents, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any violation of the Association Documents. In the event that the lessee, or a person living with the Lessee, violates any of the Association Documents for which a fine is imposed, such fine shall be assessed against the Owner. Unpaid fines constitute a lien against the Unit in accordance with the Association Documents. Any Owner whose Lessee is charged with a violation of the Association Documents, is entitled to the same procedure prior to the imposition of a fine or other sanction as is due to any Owner.

Any violation of the Association Documents is deemed to be a violation of the terms of this Lease and authorizes the Owner to terminate this Lease and to evict the Lessee in accordance with North Carolina law. The Owner hereby delegates and assigns to the Association the power and authority to evict the Lessee on behalf of and for the benefit of the Owner, in accordance with the terms hereof, and in such event, any costs, including attorney's fees actually incurred and court costs associated with the eviction, shall be assessed against the Unit and the Owner thereof as a limited common expense".

(b) Transient Use and Prohibition on Time Sharing. Transient use of a Unit is prohibited. Transient use shall include, but not be limited to, short term use by employees of any entity that is an Owner of a Unit and short-term repetitive use by friends or relatives of an Owner.

Timeshares and timeshare-like arrangements are prohibited. Timeshare is defined as a right to occupy a Unit or any of several Units during five or more separate time periods over a period of at least five years, including renewal thereof, including, but not limited to, a vacation license, prepaid hotel reservation, club membership, limited partnership, vacation bond, or a plan or system where the right to use is awarded or apportioned on the basis of points, vouchers, split, divided, or floating use.

Timeshare-like arrangements that include, but are not limited, to multi-party purchasing and use schemes, but which do not fit within the North Carolina statutory definition of timeshares, are also prohibited. By way of illustration but not limitation, an Owner is prohibited from setting up a timeshare arrangement in which one Owner is named as Grantee on the deed but that Owner arranges dates of separate occupancy and use for other individuals. It is furthermore prohibited for multiple Owners as tenants in common to divide up the occupancy of the Unit on any time-based formula. If an Owner or group of Owners devises a timeshare-like arrangement that does not meet the North Carolina statutory definition of a timeshare, such arrangement is, in any event, prohibited.

(c) Notice of Lease. Any Owner intending to lease his or her Unit shall give notice in writing to the Board of such intention pursuant to subsection (a) above. If approved by the Board as set forth in subsection (a), and the Unit becomes leased, the Unit Owner who leases his or her Unit shall provide to the Board a copy of the signed lease within fifteen (15) days after its execution. Failure to provide a copy of the executed lease may result in the imposition of a fine against the Owner. The Board shall have authority to make and to enforce reasonable rules and regulations in order to enforce this provision, including the right to impose fines.

(d) 55 or Older Requirement. Notwithstanding anything else in this Article 27 to the contrary (and understanding that the terms of this subsection (d) shall take precedence over the terms of this Article 27), all Unit leases must be approved in accordance with the terms of Article 26 of the Bylaws ("Housing for Persons Aged 55 or Older"), and no occupancy of a Unit pursuant to a proposed lease shall be permitted or approved by the Board if no occupant of the Unit pursuant to such lease is fifty-five (55) years of age or older, unless the Board authorizes such occupancy in accordance with the terms of Article 26 of these Bylaws.

(e) Applicability. The terms of this Article 27 shall apply uniformly to all Units and Unit Owners in Crowfields:

i. If a Unit is owned by more than one individual as of the date of adoption of this Article 27, conveyances of undivided interests between such common owners shall not be considered a transfer by grant, devise or otherwise for purposes of this subsection (e);

ii. Transfers by or to the legal spouse of the Unit Owner shall not be considered a transfer by grant, devise or otherwise for purposes of this subsection (e); and

iii. If a Unit is owned by a nonhuman entity (such as, without limitation, a corporation, partnership or limited liability company), the transfer of any stock, partnership, membership or other ownership interest in such entity by any shareholder, partner, member or other owner (as the case may be) shall be considered a transfer by grant, devise or otherwise for purposes of this subsection (e), unless such transfer is to the legal spouse of such transferor, or to a person who is an existing shareholder, partner, member or owner of such entity immediately prior to such transfer (as the case may be).

ARTICLE 28

COMPLIANCE AND ENFORCEMENT

Section 28.1 General Remedies. Every Owner and any occupant of any Unit shall comply with the Association Documents. Failure to comply shall be grounds for an action by the Association to recover sums due, for damages, injunctive relief, or any other remedy available at law and equity or under the Act.

Section 28.2 Enforcement/Sanctions. The Board, or such other Association agent with the Board's approval, may impose sanctions for violations of Association Documents after notice and a hearing in accordance with the procedures set forth in the Act and Section 28.3 of these Bylaws. Such sanctions may include, without limitation:

- (a) Imposing reasonable monetary fines which shall constitute a lien upon the Unit of the violator;
- (b) Suspending an Owner's right to vote;
- (c) Suspending any Person's right to use any facilities within the Common Elements; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from the Unit; and
- (d) Suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association.

Section 28.3 Hearing Procedures. Except as may be otherwise specifically authorized by the Association Documents, and permitted by the Association Documents, the Board shall not (i) impose a fine or penalty, (ii) undertake permitted remedial action, or (iii) suspend voting or infringe upon other rights of a Member or other occupant of a Unit for violations of the Association Documents, or for assessments or other amounts due and owing to the Association remaining unpaid for a period of thirty (30) days, or longer, unless and until the following procedure is completed:

Notice. The Board, or an adjudicatory panel appointed by the Board, shall serve the Owner or occupant of a Unit alleged to have violated the Association Documents (the "Responsible Person") with a written notice of a hearing to be held by the Board of the Association in executive session, or before an adjudicatory panel appointed by the Board; provided, however, that any adjudicatory panel appointed by the Board shall be composed of Members of the Association who are not officers of the Association or members of the Board. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which shall not be less than ten (10) days from the giving of the notice; (iii) an invitation to attend the meeting and produce any statement, evidence, and witness on behalf of the Responsible Person; and (iv) the proposed sanction to be imposed. The notice prescribed

herein may be served by mailing a copy of said notice to the Responsible Person by placing said notice in the United States mail, postage prepaid, by any method as permitted for the service of summons as set forth in Rule 4 of the North Carolina Rules of Civil Procedure or by the delivery of said notice by an officer, director, or agent of the Association to the Responsible Person or to any person who may be served on the Responsible Person's behalf as provided in said Rule 4.

Hearing. The hearing shall be held in executive session of the Board or an adjudicatory panel appointed by the Board pursuant to the notice affording the Member a reasonable opportunity to be heard. Any adjudicatory panel appointed by the Board shall be composed of Members who are not officers of the Association or members of the Board. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the Responsible Person appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. In addition, a written statement of the results of the hearing and the sanction, if any, imposed shall be mailed by the United States mail, postage prepaid, by the Association to the violator.

Appeal. If the hearing is held before an adjudicatory panel, following such hearing and notice of a decision adverse to the violator, the Responsible Person shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent of the Association, President, or Secretary of the Association within fifteen (15) days after the date of the decision. Said written notice must contain information by which the Board may notify the Responsible Person of the date of the appeal hearing. If no adjudicatory panel is appointed by the Board, no right of appeal shall exist.

Sanction as Assessment. Pursuant to the provisions of this Section, a fine may be imposed by the Association in an amount not exceeding One Hundred and No/100 Dollars (\$100.00) (or any greater amount as may be provided otherwise by law or the Act) per violation of the Association Documents and without further hearing, for each day more than five (5) days after the decision to impose such fine that the violation occurs. Any such fine shall be an assessment as set forth in these Bylaws and the Act. If it is decided pursuant to the provisions of this Section that a suspension of privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured.

Section 28.4 Self-Help Remedies. In addition to other rights set forth in the Association Documents and the Act, upon violation or breach of any provision of the Association Documents, the Board shall have the right: (i) to enter a Unit or Limited Common Element appurtenant thereto, on which or as to which such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Association Documents, and the Board shall not thereby be deemed guilty in any manner of trespass, (ii) to use self-help to remove or cure any violation of the Association Documents

(including, without limitation, the towing of vehicles); or (iii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction or improvements may be altered or demolished, except in emergencies, judicial proceedings shall be instituted by the Association against such defaulting Owner or its tenant.

Section 28.5 Cumulative Remedies/Attorneys' Fees. The Association shall have all powers and remedies under the Act and the Association Documents which shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Association Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

Section 28.6 Association's Right Not to Take Action. The Association shall not be obligated to pursue enforcement action in any particular case, such decisions to be within the discretion of the Board, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing, the Board may determine that, under the circumstances of a particular case: (a) the Association's position is not strong enough to justify taking any or further action; or (b) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or (c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or justify expending Association funds; or, (d) it is not in the best interest of the Association, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the right of the Association to enforce such covenant, restriction, rule, or provision at a later time under other circumstances. Such decision also shall not preclude the Association from enforcing any other covenant, restriction, rule, or provision, nor shall it preclude any Owner from taking action at law or in equity to enforce the Association Documents.

Section 28.7 Enforcement by Owner. Nothing set forth in this Article 28 shall prevent any aggrieved Owner from instituting any available remedy in law or in equity for a violation of the Association Documents.

ARTICLE 29

CONDEMNATION

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the same shall be repaired or restored, and/or the awards paid on account thereof shall be used and applied in accordance with N.C. Gen. Stat. § 47C-1-107.

ARTICLE 30

TAXES

Pursuant to the provisions of N.C. Gen. Stat. § 47C-1-105, each Unit and its appurtenant undivided interest in the Common Elements shall be deemed to be a parcel and shall be separately assessed and taxed by each assessing unit and special district for all types of taxes authorized by law, including but not limited to special ad valorem levies and special assessments. Each Owner shall be liable solely for the amount of taxes against his individual Unit and shall not be affected by the consequences resulting from the tax delinquency of other Owners. Neither any building, the Property, nor any of the Common Elements shall be deemed to be a parcel.

ARTICLE 31

AMENDMENTS TO BYLAWS

Section 31.1 By the Board. An amendment or amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon a vote of sixty-six and two-thirds percent (66 2/3%) of the Directors. The amendment or amendments proposed must be approved by an affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the votes in the Association which are allocated to Owners in Crowfields in order for such amendment or amendments to be adopted. To the extent an action by written ballot is utilized pursuant to Section 8.9 for the membership vote on a proposed amendment, written ballots shall be distributed to the Members at least thirty (30) days prior to the stated deadline for return of the ballots.

Section 31.2 By Members. Any Member may propose, in writing, that the Board of Directors of the Association consider an amendment, and the Board shall review the proposed amendment at its next meeting. The Member who proposed the amendment shall be allowed to speak in its support at the Board meeting. To the extent an action by written ballot is utilized pursuant to Section 8.9 for the membership vote on a proposed amendment, written ballots shall be distributed to the Members at least thirty (30) days prior to the stated deadline for return of the ballots. The amendment will be adopted if:

(a) Not less than sixty-six and two thirds percent (66 2/3%) of the entire Board of Directors and not less than sixty-six and two thirds percent (66 2/3%) of the Members approve the amendment.

(b) In the event the proposed amendment is not approved by at least sixty-six and two thirds percent (66 2/3%) of the entire Board of Directors, the amendment shall become effective only if it is approved by an affirmative vote of not less than eighty percent (80%) of the Members.

Section 31.3 Effective Date. Any adopted amendment to these Bylaws shall become effective upon recording said amendment in the office of the Register of Deeds.

ARTICLE 32

CONFLICT OR SEVERABILITY

Should any of the terms, conditions, provisions, paragraphs or clauses of these Bylaws conflict with any provisions of the Chapter 47A of the North Carolina General Statutes or the Act (collectively, the "Statutes"), to the extent the Act applies, the provisions of the Statutes shall control unless the Statutes permit the Bylaws to override the Statutes, in which event the Bylaws shall control. In the event that any of the provisions of these Bylaws conflict with the provisions of the Cluster Governing Documents, the Bylaws shall control.

In the event that any of the terms, provisions or covenants of these Bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE 33

AGENT FOR SERVICE OF PROCESS

The duly appointed process agent, pursuant to N. C. Gen. Stat. §47A-26, is Charles Bennett, Crowfields Condominium Property Management, 1745 Hendersonville Road, Asheville, North Carolina 28803. The Board shall at all times maintain a duly appointed process agent as required by N. C. Gen. Stat. §47A-26. The Board may at any time revoke the appointment of any such agent, and appoint a successor by an instrument duly recorded in the office of the Register of Deeds.

EXHIBIT 1

CROWFIELDS

Being all of the property made subject to the Cluster Association Declarations as set forth below:

Cluster	Description
A Recorded 9/19/72 Book 1068 Page 619	All that certain parcel of land designated as Cluster A and shown on Plat of Crowfields Condominium Phase 1 recorded in Plat Book 39 at Page 125, in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U. S. Highway No. 25 over that certain sixty (60) foot right-of-way on which said Cluster fronts, as shown on said plat.
B Recorded 12/8/72 Book 1073 Page 239	All that certain parcel of land designated as Cluster B and shown on Plat of Crowfields Condominiums Phase 1 recorded in Plat Book 41 at Page 13, in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U. S. Highway No. 25 over that certain sixty (60) foot right-of-way on which said Cluster fronts, as shown on said plat.
C Recorded 5/14/73 Book 1080 Page 573	All that certain parcel of land designated as Cluster C as shown on Plat of Crowfields Condominiums, Clusters C, D and E, recorded in Plat Book 38 at Page 100, in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with the right to use the ingress, egress and parking area serving Clusters C, D and E, as shown on said Plat, in common with all units owners in said Clusters. Also together with a right of ingress, egress and regress to and from U. S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 39, at Page 125, in said Registry.
D Recorded 6/15/73 Book 1082 Page 391	All that certain parcel of land designated as Cluster D as shown on Plat of Crowfields Condominiums, Clusters C, D and E, recorded in Plat Book 38 at Page 100, in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with the right to use the ingress, egress and parking area serving Clusters C, D and E, as shown on said Plat, in common with all units owners in said Clusters. Also together with a right of ingress, egress and regress to and from U. S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 39, at Page 125, in said Registry.

<p>E Recorded 9/4/73 Book 1086 Page 717</p>	<p>All that certain parcel of land designated as Cluster E as shown on Plat of Crowfields Condominiums, Clusters C, D and E, recorded in Plat Book 38 at Page 100, in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with the right to use the ingress, egress and parking area serving Clusters C, D and E, as shown on said Plat, in common with all units owners in said Clusters. Also together with a right of ingress, egress and regress to and from U. S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 39, at Page 125, in said Registry.</p>
<p>F Recorded 11/9/73 Book 1090 Page 455</p>	<p>All that certain parcel of land designated as Cluster F as shown on Plat of Crowfields Condominiums Phase 1 recorded in Plat Book 38 at Page 117, in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U. S. Highway No. 25 over that certain sixty (60) foot right-of-way on which said Cluster fronts, as shown on said plat; and on Plat recorded in Plat Book 39, at Page 125 in said Registry.</p>
<p>G Recorded 1/22/74 Book 1093 Page 721</p>	<p>All that certain parcel of land designated as Cluster G as shown on Plat of Crowfields Condominiums, Clusters F, G, H, and I, recorded in Plat Book 38 at Page 117, in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with the right of all unit owners in Clusters G, H, and I to use the ingress, egress and parking area serving said Clusters, as shown on said Plat, in common with all other unit owners in said Clusters. Also together with a right of ingress, egress and regress to and from U. S. Highway No. 25 over that certain sixty (60) foot right-of-way on which said Cluster fronts, as shown on said plat; and on Plat recorded in Plat Book 39, at Page 125 in said Registry.</p>
<p>H Recorded 4/17/74 Book 1098 Page 209</p>	<p>All that certain parcel of land designated as Cluster H as shown on Plat of Crowfields Condominiums, Clusters F, G, H, and I, recorded in Plat Book 38 at Page 117, in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with the right of all unit owners in Clusters G, H, and I to use the ingress, egress and parking area serving said Clusters, as shown on said Plat, in common with all other unit owners in said Clusters. Also together with a right of ingress, egress and regress to and from U. S. Highway No. 25 over that certain sixty (60) foot right-of-way on which said Cluster fronts, as shown on said plat; and on Plat recorded in Plat Book 39, at Page 125 in said Registry.</p>

<p>I Recorded 7/5/74 Book 1103 Page 185</p>	<p>All that certain parcel of land designated as Cluster I as shown on Plat of Crowfields Condominiums, Clusters F, G, H, and I, recorded in Plat Book 38 at Page 117, in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with the right of all unit owners in Clusters G, H, and I to use the ingress, egress and parking area serving said Clusters, as shown on said Plat, in common with all other unit owners in said Clusters. Also together with a right of ingress, egress and regress to and from U. S. Highway No. 25 over that certain sixty (60) foot right-of-way on which said Cluster fronts, as shown on said Plat and on Plat recorded in Plat Book 39, at Page 125 in said Registry.</p>
<p>J Recorded 12/21/84 Book 1376 Page 44</p>	<p>All that certain parcel of land designated as Cluster J as shown on Plat of Crowfields Condominiums, Cluster (*) recorded (*) J, K, and DD in Plat Book 50 at Page 116 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over the rights-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 47, at Page 8 in said Registry and Plat recorded in Plat Book 46, at Page 172, in said Registry.</p>
<p>K Recorded 12/21/84 Book 1376 Page 68</p>	<p>All that certain parcel of land designated as Cluster K as shown on Plat of Crowfields Condominiums, Cluster (*) recorded (*) J, K, and DD in Plat Book 50 at Page 116 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over the rights-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 47, at Page 8 in said Registry and Plat recorded in Plat Book 46, at Page 172, in said Registry.</p>
<p>L Recorded 9/25/75 Book 1127 Page 513</p>	<p>All of that certain parcel of land designated as Cluster L as shown on Plat of Crowfields Condominiums, Clusters L and M recorded in Plat Book 40 at Page 108 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as shown on Plat recorded in Plat Book 40, Page 69, in said Registry.</p>

<p>M Recorded 9/25/75 Book 1127 Page 490</p>	<p>All of that certain parcel of land designated as Cluster M as shown on Plat of Crowfields Condominiums, Clusters L and M recorded in Plat Book 40 at Page 108 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as shown on Plat recorded in Plat Book 40, Page 69, in said Registry.</p>
<p>N Recorded 9/25/75 Book 1127 Page 536</p>	<p>All of that certain parcel of land designated as Cluster N as shown on Plat of Crowfields Condominiums, Cluster N recorded in Plat Book 40 at Page 115 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as shown on Plat recorded in Plat Book 40, Page 69, in said Registry.</p>
<p>O Recorded 1/26/76 Book 1135 Page 251</p>	<p>All that certain parcel of land designated as Cluster O as shown on Plat of Crowfields Condominiums, Cluster O recorded in Plat Book 40 at Page 149 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as shown on Plat recorded in Plat Book 40, Page 69, in said Registry. Also together with the right to use the ingress, egress and parking area serving Clusters O, P, and Q, as shown on Plat first above referred to, in common with all other unit owners in said Clusters.</p>
<p>P Recorded 1/26/76 Book 1135 Page 272</p>	<p>All that certain parcel of land designated as Cluster P as shown on Plat of Crowfields Condominiums, Cluster P recorded in Plat Book 40 at Page 149 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as shown on Plat recorded in Plat Book 40, Page 69, in said Registry. Also together with the right to use the ingress, egress and parking area serving Clusters O, P, and Q, as shown on Plat first above referred to, in common with all other unit owners in said Clusters.</p>

<p>Q Recorded 1/26/76 Book 1135 Page 230</p>	<p>All that certain parcel of land designated as Cluster Q as shown on Plat of Crowfields Condominiums, Cluster Q recorded in Plat Book 40 at Page 149 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as shown on Plat recorded in Plat Book 40, Page 69, in said Registry. Also together with the right to use the ingress, egress and parking area serving Clusters O, P, and Q, as shown on Plat first above referred to, in common with all other unit owners in said Clusters.</p>
<p>R Recorded 6/20/77 Book 1167 Page 261</p>	<p>All that certain parcel of land designated as Cluster R as shown on Plat of Crowfields Condominiums, Cluster R and S recorded in Plat Book 42 at Page 89 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as shown on Plat recorded in Plat Book 42, Page 98, in said Registry.</p>
<p>S Recorded 6/20/77 Book 1167 Page 282</p>	<p>All that certain parcel of land designated as Cluster S as shown on Plat of Crowfields Condominiums, Cluster R and S recorded in Plat Book 42 at Page 89 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as shown on Plat recorded in Plat Book 42, Page 98, in said Registry.</p>
<p>T Recorded 12/27/77 Book 1181 Page 15</p>	<p>All that certain parcel of land designated as Cluster T as shown on Plat of Crowfields Condominiums, Cluster T recorded in Plat Book 44 at Page 55 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as shown on Plat recorded in Plat Book 42, Page 98, in said Registry.</p>
<p>U Recorded 4/28/78 Book 1188 Page 607</p>	<p>All that certain parcel of land designated as Cluster U as shown on Plat of Crowfields Condominiums, Cluster U recorded in Plat Book 44 at Page 134 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as shown on Plat recorded in Plat Book 42, Page 150, in said Registry.</p>

<p>V Recorded 11/8/78 Book 1203 Page 354</p>	<p>All that certain parcel of land designated as Cluster V as shown on Plat of Crowfields Condominiums, Cluster V recorded in Plat Book 44 at Page 158 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as shown on Plat recorded in Plat Book 42, Page 183, in said Registry.</p>
<p>W Recorded 2/15/79 Book 1210 Page 439</p>	<p>All that certain parcel of land designated as Cluster W as shown on Plat of Crowfields Condominiums, Cluster W recorded in Plat Book 44 at Page 168 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as shown on Plat recorded in Plat Book 42, Page 192, in said Registry.</p>
<p>X Recorded 6/13/79 Book 1219 Page 63</p>	<p>All that certain parcel of land designated as Cluster X as shown on Plat of Crowfields Condominiums, Cluster X and Y Revised recorded in Plat Book 45 at Page 23 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with the right to use the ingress, egress and parking area serving Clusters X and Y as shown on said Plat, in common with all unit owners in said Clusters. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 46, Page 33, in said Registry.</p>
<p>Y Recorded 9/11/79 Book 1226 Page 29</p>	<p>All that certain parcel of land designated as Cluster Y as shown on Plat of Crowfields Condominiums, Cluster X and Y Revised recorded in Plat Book 45 at Page 23 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with the right to use the ingress, egress and parking area serving Clusters X and Y as shown on said Plat, in common with all unit owners in said Clusters. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over that certain sixty (60) foot right-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 46, Page 33, in said Registry.</p>
<p>Z Recorded 7/22/80 Book 1248 Page 615</p>	<p>All that certain parcel of land designated as Cluster Z as shown on Plat of Crowfields Condominiums, Cluster Z and AA recorded in Plat Book 45 at Page 80 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with the right to use the ingress, egress and parking area serving Clusters Z and AA as shown on said Plat, in common with all unit owners in said Clusters. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 that certain sixty (60) foot right-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 46, Page 85, in said Registry.</p>

AA Recorded 4/16/80 Book 1241 Page 697	All that certain parcel of land designated as Cluster AA as shown on Plat of Crowfields Condominiums, Cluster Z and AA recorded in Plat Book 45 at Page 80 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Together with the right to use the ingress, egress and parking area serving Clusters Z and AA as shown on said Plat, in common with all unit owners in said Clusters. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over the rights-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 46, Page 85, in said Registry.
BB Recorded 1/23/81 Book 1264 Page 407	All that certain parcel of land designated as Cluster BB as shown on Plat of Crowfields Condominiums, Cluster BB recorded in Plat Book 45 at Page 142 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over the rights-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 46, Page 172, in said Registry.
CC Recorded 7/3/81 Book 1275 Page 643	All that certain parcel of land designated as Cluster CC as shown on Plat of Crowfields Condominiums, Cluster CC recorded in Plat Book 45 at Page 168 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over the rights-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 46, Page 172, in said Registry.
DD Recorded 12/21/84 Book 1376 Page 20	All that certain parcel of land designated as Cluster DD as shown on Plat of Crowfields Condominiums, Cluster (*) recorded (*) J, K, and DD in Plat Book 50 at Page 116 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over the rights-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 47, Page 8, in said Registry and Plat recorded in Plat Book 46, at Page 172, in said Registry.
EE Recorded 12/9/83 Book 1340 Page 18	All that certain parcel of land designated as Cluster EE as shown on Plat of Crowfields Condominiums, Cluster EE & FF recorded in Plat Book 47 at Page 84 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over the rights-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 47, Page 8, in said Registry and Plat recorded in Plat Book 46, at Page 172, in said Registry.

<p>FF Recorded 10/6/83 Book 1333 Page 844</p>	<p>All that certain parcel of land designated as Cluster FF as shown on Plat of Crowfields Condominiums, Cluster EE & FF recorded in Plat Book 47 at Page 84 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over the rights-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 47, Page 8, in said Registry and Plat recorded in Plat Book 46, at Page 172, in said Registry.</p>
<p>GG Recorded 10/22/82 Book 1306 Page 207</p>	<p>All that certain parcel of land designated as Cluster GG as shown on Plat of Crowfields Condominiums, Cluster GG recorded in Plat Book 47 at Page 30 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over the rights-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 47, Page 8, in said Registry and Plat recorded in Plat Book 46, at Page 172, in said Registry.</p>
<p>HH Recorded 6/22/82 Book 1297 Page 529</p>	<p>All that certain parcel of land designated as Cluster HH as shown on Plat of Crowfields Condominiums, Cluster HH recorded in Plat Book 47 at Page 9 in the Buncombe County Public Registry, reference to which is hereby made for a more particular description. Also together with a right of ingress, egress and regress to and from U.S. Highway No. 25 over the rights-of-way as shown on said Plat and as more particularly described in Plat recorded in Plat Book 47, Page 8, in said Registry and Plat recorded in Plat Book 46, at Page 172, in said Registry.</p>

Being all of the property conveyed to the Association, including without limitation the property described in the Deeds referenced below, saving and excepting any property not currently owned by the Association.

1. The property described in the Deed from Beverly-Grant, Inc. to Crowfields Community Association dated July 1, 1974, and recorded on July 5, 1974, in Book 1103, Page 237, in the office of the Register of Deeds of Buncombe County.
2. The property described in the Deed from Beverly-Grant, Inc. to Crowfields Community Association dated December 31, 1974 and recorded on January 2, 1975, in Book 1113, Page 261, in the office of the Register of Deeds of Buncombe County.
3. The property described in the Deed from Beverly-Grant, Inc. to Crowfields Community Association dated December 30, 1976 and recorded on December 30, 1976, in Book 1157, Page 227, in the office of the Register of Deeds of Buncombe County.

4. The property described in the Deed from Beverly-Grant, Inc. to Crowfields Community Association dated December 28, 1979 and recorded on December 31, 1979, in Book 1234, Page 517, in the office of the Register of Deeds of Buncombe County.
5. The property described in the Deed from Beverly-Grant, Inc. to Crowfields Community Association dated January 18, 1980 and recorded on January 21, 1980, in Book 1236, Page 61, in the office of the Register of Deeds of Buncombe County.
6. The property described in the Deed from Beverly-Grant, Inc. to Crowfields Community Association dated December 24, 1980 and recorded on December 3, 1980, in Book 1263, Page 22, in the office of the Register of Deeds of Buncombe County.
7. The property described in the Deed from Beverly-Grant, Inc. to Crowfields Community Association dated October 16, 1981 and recorded on October 2, 1981, in Book 1283, Page 154, in the office of the Register of Deeds of Buncombe County.
8. The property described in the Deed from Beverly-Grant, Inc. to Crowfields Cluster O Association, Crowfields Cluster P Association, and Crowfields Cluster Q Association, dated December 31, 1981 and recorded on December 31, 1981, in Book 1287, Page 583, in the office of the Register of Deeds of Buncombe County.
9. The property described in the Deed from Beverly-Grant, Inc. to Crowfields Community Association dated December 27, 1983 and recorded on December 29, 1983, in Book 1341, Page 611, in the office of the Register of Deeds of Buncombe County.
10. The property described in the Deed from Beverly Development, Inc. to Crowfields Community Association dated _____, 1985 and recorded on December 31, 1985, in Book 1414, Page 717, in the office of the Register of Deeds of Buncombe County.
11. The property described in the Deed from Busbee Sanitary Sewer District to Crowfields Community Association dated September 25, 1979 and recorded on September 26, 1979, in Book 1227, Page 247, and re-recorded in Book 1228, Page 709, in the office of the Register of Deeds of Buncombe County.
12. The property described in the Deed from Beverly-Grant, Inc. to Crowfields Community Association dated December 28, 1978 and recorded on December 29, 1978, in Book 1207, Page 238, in the office of the Register of Deeds of Buncombe County.

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Exhibit 2

Each Unit's Allocation of Responsibility (per \$) for Shared Common Expenses*

Unit	Allocation	Unit	Allocation	Unit	Allocation
100/A1	0.00497	406/S1	0.00517	441/Y2	0.00519
101/A2	0.00506	407/S2	0.00517	442/Y3	0.00541
102/A3	0.00528	408/S3	0.00538	443/Y4	0.00541
103/A4	0.00486	409/S4	0.00538	444/Y5	0.00519
104/A5	0.00506	410/S5	0.00538	445/Y6	0.00519
		411/S6	0.00517	446/Z1	0.00518
200/C1	0.00505			447/Z2	0.00518
201/C2	0.00505	412/T1	0.00512	448/Z3	0.00539
202/C3	0.00485	413/T2	0.00533	449/Z4	0.00539
203/C4	0.00526	414/T3	0.00533	450/Z5	0.00518
204/C5	0.00505	415/T4	0.00533	451/Z6	0.00518
205/C6	0.00495	416/T5	0.00512	452/AA1	0.00516
206/C7	0.00505	417/T6	0.00512	453/AA2	0.00516
				454/AA3	0.00537
207/D1	0.00489	418/U1	0.00518	455/AA4	0.00537
208/D2	0.00489	419/U2	0.00533	456/AA5	0.00537
209/D3	0.00470	420/U3	0.00533	457/AA6	0.00537
210/D4	0.00509	421/U4	0.00533	458/AA7	0.00516
211/D5	0.00479	422/U5	0.00533	459/AA8	0.00516
212/D6	0.00489	423/U6	0.00518		
				460/BB1	0.00523
213/E1	0.00507	424/V1	0.00521	461/BB2	0.00523
214/E2	0.00507	425/V2	0.00521	462/BB3	0.00544
215/E3	0.00529	426/V3	0.00542	463/BB4	0.00544
216/E4	0.00487	427/V4	0.00542	464/BB5	0.00523
217/E5	0.00507	428/V5	0.00521		
		429/V6	0.00521	465/CC1	0.00519
300/B1	0.00505			466/CC2	0.00534
301/B2	0.00505	430/W1	0.00529	467/CC3	0.00534
302/B3	0.00526	431/W2	0.00529	468/CC4	0.00534
303/B4	0.00485	432/W3	0.00529	469/CC5	0.00534
304/B5	0.00505	433/W4	0.00529	470/CC6	0.00519
305/B6	0.00505				
		434/X1	0.00519	500/F1	0.00495
400/R1	0.00516	435/X2	0.00519	501/F2	0.00495
401/R2	0.00537	436/X3	0.00541	502/F3	0.00516
402/R3	0.00537	437/X4	0.00541	503/F4	0.00516
403/R4	0.00537	438/X5	0.00519	504/F5	0.00495
404/R5	0.00516	439/X6	0.00519	505/F6	0.00486
405/R6	0.00516	440/Y1	0.00519	506/F7	0.00495

Each Unit's Allocation of Responsibility for Shared Common Expenses* (page 2)

507/G1	0.00498		540/N1	0.00517		702/EE4	0.00536
508/G2	0.00498		541/N2	0.00538		703/EE3	0.00536
509/G3	0.00521		542/N3	0.00538		704/EE2	0.00536
510/G4	0.00521		543/N4	0.00538		705/EE1	0.00515
511/G5	0.00498		544/N5	0.00517			
512/G6	0.00498		545/N6	0.00517		706/FF6	0.00515
						707/FF5	0.00536
513/H1	0.00503		546/M1	0.00521		708/FF4	0.00536
514/H2	0.00503		547/M2	0.00521		709/FF3	0.00536
515/H3	0.00524		548/M3	0.00542		710/FF2	0.00536
516/H4	0.00524		549/M4	0.00542		711/FF1	0.00515
517/H5	0.00503		550/M5	0.00521			
518/H6	0.00503		551/M6	0.00521		712/GG6	0.00516
						713/GG5	0.00516
519/I1	0.00501		552/L1	0.00521		714/GG4	0.00537
520/I2	0.00522		553/L2	0.00521		715/GG3	0.00537
521/I3	0.00522		554/L3	0.00542		716/GG2	0.00537
522/I4	0.00522		555/L4	0.00542		717/GG1	0.00516
523/I5	0.00501		556/L5	0.00521			
			557/L6	0.00521		718/HH4	0.00520
524/Q1	0.00517					719/HH3	0.00542
525/Q2	0.00538		600/J1	0.00529		720/HH2	0.00542
526/Q3	0.00538		601/J2	0.00529		721/HH1	0.00520
527/Q4	0.00538		602/J3	0.00529			
528/Q5	0.00517		603/J4	0.00529			
529/Q6	0.00517						
			604/K1	0.00529			
530/P1	0.00518		605/K2	0.00529			
531/P2	0.00539		606/K3	0.00529			
532/P3	0.00539		607/K4	0.00529			
533/P4	0.00539						
534/P5	0.00518		608/DD1	0.00523			
535/P6	0.00518		609/DD2	0.00502			
			610/DD3	0.00502			
536/O1	0.00521		611/DD4	0.00523			
537/O2	0.00543						
538/O3	0.00543		700/EE6	0.00515			
539/O4	0.00521		701/EE5	0.00536			

* To estimate your monthly fees for each year, multiply the Annual Budget expenses for the year by the allocation for your unit listed in this table. To understand how these factors were derived, see Section 25.1. As explained in Section 19.2(a), the allocations in this Exhibit 2 do not reflect the percentage of undivided interest in Common Elements appurtenant to each Unit. For ease of reference, these undivided interest percentages are shown for all units in a single chart incorporated in a prior amendment to the Bylaws recorded in Book 4019, Pages 252-282 in the office of the Register of Deeds of Buncombe county, with said chart being "Exhibit A" and appearing on pages 23 and 24 of that recorded document. This same chart showing each percentage of undivided interest in Common Elements appurtenant to each Unit is attached here as Exhibit 3.

EXHIBIT 3**Undivided Interests in Common Elements Appurtenant to Each Unit***

Cluster/Unit #	Allocation %	Cluster/Unit #	Allocation %	Cluster/Unit #	Allocation %
Cluster A	2.3404			Cluster G	2.9196
A1/100	19.25		G1/507	16.129	
A2/101	20.13		G2/508	16.129	
A3/102	22.15		G3/509	17.742	
A4/103	18.34		G4/510	17.742	
A5/104	20.13		G5/511	16.129	
			G6/512	16.129	
Cluster B	2.8314			Cluster M	3.2022
B1/300	16.635		Cluster H	2.8995	Cluster N
B2/301	16.635		H1/513	16.2455	N1/540
B3/302	18.300		H2/514	15.5235	N2/541
B4/303	15.160		H3/515	17.8700	N3/542
B5/304	16.635		H4/516	17.8700	N4/543
B6/305	16.635		H5/517	16.2455	N5/544
			H6/518	16.2455	N6/545
Cluster C	3.2822			Cluster O	2.1662
C1/200	14.354		Cluster I	2.4958	Cluster O
C2/201	14.354		I1/519	18.86795	O1/536
C3/202	13.078		I2/520	20.75470	O2/537
C4/203	15.790		I3/521	20.75470	O3/538
C5/204	14.353		I4/522	20.75470	O4/539
C6/205	13.716		I5/523	18.86795	
C7/206	14.354				
			Cluster J	2.072	Cluster P
			J1/600	25	P1/530
Cluster D	2.8113		J2/601	25	P2/531
D1/207	16.760		J3/602	25	P3/532
D2/208	16.760		J4/603	25	P4/533
D3/209	15.269				P5/534
D4/210	18.436				P6/535
D5/211	16.015				
D6/212	16.760		Cluster K	2.072	
			K1/604	25	Cluster Q
			K2/605	25	Q1/524
Cluster E	2.3605		K3/606	25	Q2/525
E1/213	19.956		K4/607	25	Q3/526
E2/214	19.956				Q4/527
E3/215	21.951				Q5/528
E4/216	18.181		Cluster L	3.2022	Q6/529
E5/217	19.956		L1/552	16.1765	
			L2/553	16.1765	
			L3/554	17.6470	Cluster R
Cluster F	3.3704		L4/555	17.6470	R1/400
F1/500	13.9752		L5/556	16.1765	R2/401
F2/501	13.9752		L6/557	16.1765	R3/402
F3/502	15.3726				R4/403
F4/503	15.3726				R5/404
F5/504	13.9752				R6/405
F6/505	13.3540				
F7/506	13.9752				

Undivided Interests in Common Elements Appurtenant to Each Unit* (page 2)

Cluster S	3.2493		Cluster Y	3.2022		Cluster DD	1.9800
S1/406	15.94205		Y1/440	16.1765		DD1/608	26.1905
S2/407	15.94200		Y2/441	16.1765		DD2/609	23.8095
S3/408	17.39130		Y3/442	17.6470		DD3/610	23.8095
S4/409	17.39130		Y4/443	17.6470		DD4/611	26.1905
S5/410	17.39130		Y5/444	16.1765			
S6/411	15.94205		Y6/445	16.1765			
						Cluster EE	3.2964
						EE6/700	15.7142
Cluster T	3.2493		Cluster Z	3.2022		EE5/701	17.1429
T1/412	15.94205		Z1/446	16.1765		EE4/702	17.1429
T2/413	17.39130		Z2/447	16.1765		EE3/703	17.1429
T3/414	17.39130		Z3/448	17.6470		EE2/704	17.1429
T4/415	17.39130		Z4/449	17.6470		EE1/705	15.7142
T5/416	15.94200		Z5/450	16.1765			
T6/417	15.94205		Z6/451	16.1765			
						Cluster FF	3.2964
						FF6/706	15.7142
Cluster U	3.2964		Cluster AA	4.3324		FF5/707	17.1429
U1/418	15.7142		AA1/452	11.9565		FF4/708	17.1429
U2/419	17.1429		AA2/453	11.9565		FF3/709	17.1429
U3/420	17.1429		AA3/454	13.0435		FF2/710	17.1429
U4/421	17.1429		AA4/455	13.0435		FF1/711	15.7142
U5/422	17.1429		AA5/456	13.0435			
U6/423	15.7142		AA6/457	13.0435			
			AA7/458	11.9565		Cluster GG	3.2493
			AA8/459	11.9565		GG6/712	15.94205
Cluster V	3.2022					GG5/713	15.94200
V1/424	16.1765					GG4/714	17.39130
V2/425	16.1765		Cluster BB	2.6842		GG3/715	17.39130
V3/426	17.6470		BB1/460	19.2982		GG2/716	17.39130
V4/427	17.6470		BB2/461	19.2982		GG1/717	15.94205
V5/428	16.1765		BB3/462	21.0527			
V6/429	16.1765		BB4/463	21.0527			
			BB5/464	19.2982		Cluster HH	2.1662
						HH4/718	23.913
Cluster W	2.072					HH3/719	26.087
W1/430	25		Cluster CC	3.2964		HH2/720	26.087
W2/431	25		CC1/465	15.7142		HH1/721	23.913
W3/432	25		CC2/466	17.1429			
W4/433	25		CC3/467	17.1429			
			CC4/468	17.1429			
			CC5/469	17.1429			
Cluster X	3.2022		CC6/470	15.7142			
X1/434	16.1765						
X2/435	16.1765						
X3/436	17.6470						
X4/437	17.6470						
X5/438	16.1765						
X6/439	16.1765						

*As explained in Section 19.2, the undivided interests in Common Elements appurtenant to each Unit are not amended by these Bylaws. These undivided interest percentages remain unchanged from their original establishment. This chart, which comes from a prior versions of the Bylaws, is provided for convenience and for ease of reference only.