

BY-LAWS  
OF  
PINNACLE WOODS CONDOMINIUM

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ARTICLE I-PLAN OF UNIT OWNERSHIP

SECTION 1. Unit Ownership. The property located in Caldwell County, State of North Carolina, and more particularly described in the Declaration to which these By-Laws are attached has been submitted to the provisions of Chapter 47A of the North Carolina General Statutes entitled "Unit Ownership Act" by the Declaration recorded in the office of the Register of Deeds of Caldwell County, State of North Carolina, simultaneously herewith, and shall hereinafter be known as "PINNACLE WOODS CONDOMINIUM" (hereinafter called "the Condominium").

SECTION 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon (including the units and the common areas and facilities) owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 47A of the North Carolina General Statutes.

SECTION 3. Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to the Declaration, these By-Laws and Rules and Regulations made pursuant hereto and any amendment or amendments to any of said documents made from time to time hereafter. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws (and any Rules and Regulations made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE II - UNIT OWNERS

SECTION 1. Place of Meetings. All meetings of the Association of Unit Owners (hereinafter referred to as "Unit Owners") of the Condominium shall be held at the property or at such other place either within or without the State of North Carolina, as shall be determined by the Board of Administrators hereinafter described.

SECTION 2. Organizational Meeting. The initial meeting of the Unit Owners to organize the Condominium and elect the initial Board of Administrators shall be held upon ten (10) days' written notice given by the Declarant of the Declaration of this Condominium, when 90% of the Units to be included in the Condominium (including all future units which the Declarant or its successors or assigns intends to include in the Condominium) have been sold and deeded by the Declarant or its assigns, or at such earlier time as the Declarant or its assigns might desire and determine.

SECTION 3. Annual Meetings. An annual meeting of the Unit Owners shall be held at 10:00 o'clock A.M., or such other time as may be designated by the Board and specified in the notice of such meeting, on the second Saturday of the month in which the organizational meeting is held of each year after the organizational meeting, if not a legal holiday, and if a legal holiday, then at the same time on the next day following not a legal holiday, for the purpose of electing members of the Board of Administrators and for the transaction of such other business as may be properly brought before the meeting.

SECTION 4. Substitute Annual Meetings. If the annual meeting

shall not be held on the day designated by the By-Laws, a substitute annual meeting may be called in accordance with the provisions of Section 5 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

**SECTION 5. Special Meeting.** After the organizational meeting, special meetings of the Unit Owners may be called at any time by the Board of Administrators or upon the written request of not less than 25% in common interest, in the aggregate, of the Unit Owners.

**SECTION 6. Notice of Meetings.** Written or printed notice stating the place, day and hour of the meeting shall be delivered or mailed not less than ten (10) days nor more than sixty (60) days before the date thereof, to each person entitled to vote at such meeting. In the case of an annual or substitute annual meeting, the notice of meeting need not specifically state the business to be transacted thereat. In the case of a special meeting the notice of meeting shall specifically state the purpose or purposes for which the meeting is called. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is effective.

**SECTION 7. Quorum.** The presence in person or by proxy at any meeting of the voting members (as defined in Section 8 of this Article) having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting. If there is no quorum at the opening of the meeting of Unit Owners, such meeting may be adjourned from time to time by the vote of a majority of the voting members present, either in person or by proxy; and at any adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the original meeting. The voting members at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough voting members to leave less than a quorum.

**SECTION 8. Voting Rights.** There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known and hereafter referred to as a "voting member." Such voting member may be the owner or one of the group composed of all of the owners of a unit, or may be some other person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the owner or owners. The total number of votes of all voting members shall be 100, and each owner or group of owners (including the Board of Administrators, if the Board of Administrators or its designee shall then hold title to one or more units) shall be entitled to the number of votes equal to the total of the percentage of ownership in the common areas and facilities applicable to his or their unit as set forth in Exhibit "C" of the Declaration.

**SECTION 9. Cumulative Voting.** In all elections for members of the Board of Administrators, each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

**SECTION 10. Waiver of Notice.** Any Unit Owner may at any time waive notice of any meeting of the Unit Owners in writing, and

such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Unit Owner at any meeting of the Unit Owners shall constitute a waiver of notice by him of the time and place thereof, except where a Unit Owner attends a meeting and indicates immediately upon the meeting's being called to order that his sole purpose of attending is to object to the transaction of business because the meeting has not been lawfully called.

**SECTION 11. Informal Action by Unit Owners.** Any action which may be taken at a meeting of the Unit Owners, except removal of a member of the Board, may be taken without a meeting by written approval, signed by voting members having the voting power required to pass such action at a meeting. Such approval shall be filed with the Secretary of the Condominium and kept in the Condominium Minute Book.

### ARTICLE III-BOARD OF ADMINISTRATORS

**SECTION 1. General Powers.** The business and property of the Condominium shall be managed and directed by the Board of Administrators or by such Executive Committees as the Board may establish pursuant to these By-Laws.

**SECTION 2. Number, Term and Qualification.** The number of Administrators of the Condominium shall be the number, not fewer than three (3) nor more than seven (7), fixed from time to time upon the affirmative vote of voting members representing a majority of the total vote of the Condominium, pending which the Board shall consist of three (3) members. The initial Board, the members of which shall serve until their successors are duly elected and qualified, shall consist of three (3) persons appointed by Declarant, who need not be officers or employees of Declarant, and who need not own or occupy a unit. Each administrator shall hold office for a period of one year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies. The Board may declare the office of a member absent from three consecutive meetings of the Board to be vacant. Each member of the Board shall be one of the owners or co-owners or a spouse of an owner or co-owner; provided, however, that in the event an owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner or such partnership, beneficiary of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

**SECTION 3. Election of Administrators.** Except as otherwise provided in Sections 2 and 5 of this Article, the Administrators shall be elected initially at the Organizational Meeting and thereafter at the Annual Meeting of the Unit Owners; and those persons who receive the highest number of votes shall be deemed to have been elected.

**SECTION 4. Removal.** Administrators may be removed from office with or without cause by affirmative vote of the Unit Owners having a majority of the total votes entitled to vote at an election of administrators. However, unless the entire Board is removed an individual administrator may not be removed if the number of Unit Owners voting against the removal would be sufficient to elect an administrator if such Unit Owners voted cumulatively at an annual election. If any administrators are so removed, new administrators may be elected at the same meeting.

**SECTION 5. Vacancies.** A vacancy occurring in the Board of Administrators, including administratorships not filled by the Unit Owners, may be filled by a majority of the remaining Administrators, though less than a quorum, or by the sole remaining Administrator; but a vacancy created by an increase in the authorized number of Administrators shall be filled only by election at an annual meeting or a special meeting of Unit Owners called for that purpose. Voting members may elect an Administra-

tor at any time to fill any vacancy not filled by the Administrators.

SECTION 6. Compensation. The Board of Administrators shall receive no compensation for their services unless expressly allowed by the Board at the direction of the Unit Owners having two-thirds (2/3) of the total votes.

SECTION 7. Executive Committees. The Board of Administrators may by resolution designate two or more administrators to constitute an Executive Committee, which committee to the extent provided in such resolution shall have and may exercise all of the authority of the Board of Administrators in the management of the Condominium.

SECTION 8. Powers and Duties. The Board of Administrators shall have the powers and duties necessary for the Administration of the affairs of the Condominium and may do all such acts and things, except such acts as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Administrators. Such powers and duties of the Board of Administrators shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the common areas and facilities.

(b) Determination of the common expense required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

(c) Collection of the common charges from the Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas and facilities.

(e) With the approval of the Unit Owners having the majority of the total votes, the adoption and amendment of such reasonable Rules and Regulations as it may deem advisable for the maintenance, conservation, and beautification of the Property, and for the health, comfort, safety, and general welfare of the owners and occupants of the Property. Written notice of such rules and regulations shall be given to all owners and occupants and the entire Property shall at all times be maintained subject to such Rules and Regulations.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required thereon.

(g) Purchasing or leasing or otherwise acquiring in the name of the Board of Administrators or its designee, corporate or otherwise, on behalf of all Unit Owners, units offered for sale or lease.

(h) Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Administrators, or its designee, corporate or otherwise, on behalf of all Unit Owners.

(i) Selling, mortgaging, voting the votes appurtenant to or otherwise dealing with units acquired by the Board of Administrators or its designee, corporate or otherwise, on behalf of all Unit Owners, subject to the Declaration and other applicable restrictions, and organizing corporations to act as designees of the Board in acquiring title to units on behalf of all Unit Owners.

(j) Maintaining and repairing any unit, if such maintenance or repair is necessary in the discretion of the Board or by operation of applicable restrictions to protect the common areas and facilities or any other portion of the building and the Owner of said unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered or mailed by

the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the costs of said maintenance or repair.

(k) Entering any unit when necessary in connection with any maintenance or construction for which the Board is responsible, provided such entry shall be made during reasonable hours with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Board and such expense shall be treated as a common expense.

(l) Signing all agreements, contracts, deeds and vouchers for payment for expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the Chairman of the Board.

(m) Obtaining of insurance for the Property, including the units, pursuant to applicable provisions of the Declaration.

(n) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws and the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

SECTION 9. Managing Agent. The Board of Administrators for the condominium may engage the services of any person, firm or corporation to act as managing agent at a compensation established by the Board, to perform such duties and services as the Board of Administrators shall authorize including but not limited to the duties listed in subdivisions (a), (c), (d), (j), (k), (l), (n) of Section 8 of This Article III. The Board may delegate to the managing agent, all of the powers granted to the Board of Administrators by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (k), and (m) of Section 8 of this Article III.

#### ARTICLE IV-MEETINGS OF ADMINISTRATORS

SECTION 1. Organizational Meeting. The first meeting of the members of the Board of Administrators shall immediately follow the Organizational Meeting of the Unit Owners (as provided in Section 2 of Article II). No notice shall be necessary to the newly elected members of the Board of Administrators in order to legally constitute such meeting, providing a quorum shall be present.

SECTION 2. Regular Meetings. A regular meeting of the Board shall be held immediately after, and at the same place as the Annual Meeting or substitute annual meeting of the Unit Owners. In addition, the Board of Administrators may provide by resolution the time and place either within or without the State of North Carolina, for the holding of a regular meeting of the Board.

SECTION 3. Special Meetings. Special meetings of the Board of Administrators may be called by or with the request of the Chairman or by a majority of the Administrators. Such meetings may be held either within or without the State of North Carolina.

SECTION 4. Notice of Meetings. Regular meetings of the Board of Administrators may be held without notice. The person or persons calling a special meeting of Administrators shall, at least two days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

SECTION 5. Waiver of Notice. Any member of the Board of

Administrators may at any time waive notice of any meeting of the Board of Administrators in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof, except where an administrator attends the meeting and announces immediately upon the meeting's being called to order that he is attending for the sole purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board of Administrators are present at any meeting of the Board, and no objection is made, no notice shall be required and any business may be transacted at such meeting.

**SECTION 6. Quorum.** A majority of the number of Administrators fixed by these By-Laws shall be required for and shall constitute a quorum for the transaction of business at any meeting of the Board of Administrators.

**SECTION 7. Manner of Acting.** Except as otherwise provided in this Section, the act of the majority of the Administrators present at a meeting at which a quorum is present shall be the act of the Board of Administrators.

A vote of a majority of the number of Administrators fixed by the By-Laws shall be required to adopt a resolution constituting an Executive Committee. The vote of a majority of the Administrators then holding office shall be required to adopt, amend, or repeal a By-Law.

**SECTION 8. Organization.** Each meeting of the Board of Administrators shall be presided over by the Chairman of the Board, and in the absence of the Chairman, by any person selected to preside by vote of the majority of the Administrators present. The Secretary, or in his absence, an Assistant Secretary, or in the absence of both the Secretary and the Assistant Secretary any person designated by the Chairman of the meeting, shall act as Secretary of the meeting.

**SECTION 9. Informal Action of Administrators.** Action taken by a majority of the Administrators without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the Administrators and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

**SECTION 10. Minutes.** The Board shall keep minutes of its proceedings.

**SECTION 11. Liability of the Board.** The members of the Board of Administrators shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or knowingly contrary to the provisions of the Declaration or these By-Laws. Said indemnity obligation, and all costs reasonably incurred in enforcing it, including reasonable Attorneys' fees, shall be secured by a lien in favor of the Board and each of its members individually identical to that provided in connection with common expenses. It is intended that the members of the Board of Administrators shall have no personal liability with respect to any contract made by them on behalf of the Condominium, except to the extent they are Unit Owner(s). It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Administrators or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interests of all the Unit Owners in the common areas and facilities. Every agreement made by the Board or by the managing agent on behalf of the

Condominium shall provide that the members of the Board of Administrators, or the managing agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interest of all Unit Owners in the common areas and facilities.

#### ARTICLE V-OFFICERS

SECTION 1. Number. The principal officers of the Condominium shall consist of a Chairman of the Board, a Secretary, a Treasurer and such Vice Chairmen, Assistant Secretaries, Assistant Treasurers and other officers as the Board of Administrators may from time to time elect. Any two or more offices may be held by the same person except offices of Chairman and Secretary.

SECTION 2. Election and Term. The officers of the Condominium shall be elected by and from among the Board of Administrators. Such elections may be held at the regular annual meeting of the Board.

Each officer shall hold office for a period of one year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

SECTION 3. Removal. Any officer or agent elected or appointed by the Board of Administrators may be removed by the Board with or without cause; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. Compensation. No officer shall receive any compensation from the Condominium for acting as such.

SECTION 5. Chairman of the Board. The Chairman of the Board shall be the principal executive officer of the Condominium and, subject to the control of the Board of Administrators, shall supervise and control the management of the Condominium. The Chairman shall when present preside at all meetings of the Board and of the Unit Owners and shall, in general, perform all duties incident to the office of Chairman of the Board and such other duties as may be prescribed from time to time by the Board.

SECTION 6. Vice-Chairman. The Vice-Chairman, and if there be more than one, the Vice-Chairmen designated by the Board of Administrators shall, in the absence or disability of the Chairman, have the powers and perform the duties of said office. In addition, each Vice-Chairman shall perform such other duties and have such other powers as shall be prescribed by the Chairman of the Board.

SECTION 7. Secretary. The Secretary shall keep accurate records of the acts and proceedings of all meetings of Unit Owners and Administrators. He shall give, or cause to be given, all notices required by law and by these By-Laws. He shall have general charge of the minute books and records of both the Unit Owners and the Board. He shall sign such instruments as may require his signature, and shall, in general, perform all duties incident to the Office of the Secretary and such other duties as may be assigned him from time to time by the Chairman of the Board or by the Board of Administrators.

SECTION 8. Treasurer. The Treasurer shall have custody of all Condominium funds and securities and shall receive, deposit or disburse the same under the direction of the Board of Administrators. He shall keep full and accurate accounts of the finances of the Condominium in books especially provided for its assets and liabilities as of the close of each fiscal year, and of the results of its operations and of changes in surplus for such fiscal year, all in reasonable detail, to be prepared and dis-

tributed to all Unit Owners and members of the Board of Administrators on or before the 15th day of the third month following the close of each fiscal year. The statement so-filed shall be kept available for inspection by any Unit Owner for a period of three (3) years. The Treasurer shall also file all reports and returns required by Federal, State or local law and shall generally perform all other duties as may be assigned to him from time to time by the Chairman of the Board or the Board of Administrators.

**SECTION 9. Assistant Secretaries and Treasurers.** The Assistant Secretaries and Assistant Treasurers, if any, shall, in the absence or disability of the Secretary or the Treasurer, respectively, have all the powers and perform all of the duties of those officers, and they shall in general perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the Chairman of the Board of Administrators.

#### ARTICLE VI-OPERATION OF THE PROPERTY

**SECTION 1. Determination of Common Expenses and Fixing of Common Charges.** The Board of Administrators shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium, and allocate and assess such common charges among the Unit Owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Administrators pursuant to the provisions of the Declaration. The common expenses may also include such amounts as the Board of Administrators may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Board of Administrators shall advise all Unit Owners promptly in writing of the amount of common charges payable by each of them as determined by the Board of Administrators, and shall furnish copies of each budget on which such common charges are based to all Unit Owners.

**SECTION 2. Payment of Common Charges.** All Unit Owners shall be obligated to pay the common charges assessed by the Board of Administrators pursuant to the provisions of Section 1 of this Article at such time or times as the Board shall determine.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him of said unit. A purchaser of a unit shall be jointly and severally liable with the seller for the payment of common charges assessed against such unit prior to the acquisition by said purchaser of such unit without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser therefor; provided that a mortgagee or other purchaser of a unit at a foreclosure sale, or a mortgagee or said mortgagee's designee accepting a conveyance of a unit in lieu of foreclosure, of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale or the said conveyance in lieu of foreclosure. Such unpaid common charges shall be deemed to be common charges collectible from all of the Unit Owners including such purchaser, his successors and assigns.

Common charges will not accrue against any unit held by Declarant or its successors or its assigns until the consummation of the sale thereof to the first owner/user, or until said unit is occupied for purposes other than being offered for sale.



**SECTION 3. Collection of Assessments.** The Board of Administrators shall assess common charges against the Unit Owners from time to time, at least annually, and shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than 30 days from the date due for payment thereof.

**SECTION 4. Default in Payment of Common Charges.** In the event of default by any Unit Owner in paying to the Board of Administrators the common charges as determined by the Board, such Unit Owner shall be obligated to pay interest at the maximum legal rate or at such lower rate as the Board of Directors may set by resolution from time to time on such common charges from the due date thereof, together with all expenses, including attorneys' fees incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in any action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such unit in like manner as a deed of trust or mortgage of real property.

**SECTION 5. Foreclosure of Liens for Unpaid Common Charges.** In any action brought by the Board to foreclose on a unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, or on behalf of any one or more individual Unit Owners if so instructed, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same subject, however, to applicable restrictions of record. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same. Any foreclosure brought under this Section and Section 4 of this Article shall not affect the validity of any outstanding mortgage or deed of trust which encumbers the unit.

**SECTION 6. Statement of Common Charges.** The Board of Administrators shall promptly provide any Unit Owner requesting the same with a written statement of all unpaid common charges due from such Unit Owner.

**SECTION 7. Abatement and Enjoinment of Violations by Unit Owners.** The violation of any rule or regulation adopted by the Board or the breach of any By-Laws contained herein, or the breach of any provisions of the Declaration, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, or the provisions of the Declaration or any rules and regulations then in effect, and the Board shall not thereby be deemed guilty in any manner of trespass, or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

**SECTION 8. Maintenance and Repair.** (a) All maintenance and any repairs to any unit, structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any common areas and facilities contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. Each Unit Owner shall be responsible for all damages to any and all other units and/or the common areas and facilities that his failure to do so may engender. (b) All maintenance, repairs and replacements to the common areas and facilities, whether located inside or

outside the units, shall be made by the Board and be charged to all the Unit Owners as a common expense, unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

**SECTION 9. Additions, Alterations or Improvements by Unit Owners.** No Unit Owners shall make any structural addition, alteration, or improvement to his unit without the prior written consent of the Board of Administrators. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement to such Unit Owner's unit within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Administration to the proposed addition, alteration or improvement.

**SECTION 10. Use of Common Areas and Facilities.** A Unit Owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways, elevators or other common areas and facilities, other than a patio or porch to which such Unit Owner has sole access or joint access, and other than the areas designated as storage areas, any furniture, packages or objects of any kind. The lobbies, vestibules, public halls, stairways and elevators shall be used for no purpose other than for normal transit through them.

**SECTION 11. Right of Access.** A Unit Owner shall grant a right of access to his unit to the managing agent and/or any other person authorized by the Board of Administrators or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common area and facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common areas and facilities in his unit or elsewhere in the building, or to correct any condition which violates the provisions of any mortgage covering another unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

**SECTION 12. Rules and Regulations.** Rules and Regulations concerning the use of the units and the common areas and facilities may be promulgated and amended by the Board with the approval of the unit owners having a majority of the total votes. Copies of such Rules and Regulations shall be furnished by the Board to each unit prior to the time when the same shall become effective.

**SECTION 13. Water Charges and Sewer Rents.** Water charges and sewer rents shall be supplied to all of the units and the common areas and facilities through the common meters and shall be paid by the common expense, and charges for water consumed in the property, including the common areas, together with the related sewer rents, shall be paid promptly by the owner of the unit. In the event of a proposed sale of a unit by the owner thereof, the Board, on request of the selling Unit Owner, shall reserve and deliver to the purchaser of such unit, in the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the property as of the date of closing of title to such unit, promptly after such charges shall have been billed by the water supply.

**SECTION 13. Electricity.** Electricity shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his unit. The electricity serving the common areas and facilities shall be separately metered, and the Board of Administrators shall pay all bills for electricity consumed in any portions of the common areas and facilities as a common expense.

## ARTICLE VII-RECORDS AND AUDITS

The Board of Administrators or the managing agent shall keep detailed records of the actions of the Board and the managing agent, minutes of the meetings of the Board of Administrators, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of the common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. The financial records and books of account shall be available for examination by all the Unit Owners, their duly authorized agent or agents or attorneys at convenient hours on working days. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board to all Unit Owners on or before the 15th day of the third month following the end of each fiscal year covering the preceding year. In addition, an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public account, shall be rendered by the Board to all Unit Owners and to all mortgagees of Units who have requested the same, as soon as practicable after the end of each fiscal year.

## ARTICLE VIII-AMENDMENT

These By-Laws may be amended by the affirmative vote of the owners representing a majority of the total undivided interest of the Condominium; provided, however, that any such amendment shall not become operative until set forth in amended Declaration and duly recorded. All Unit Owners shall be bound to abide by any amendment upon the same being passed and duly set forth in an amended Declaration, duly recorded.

Presented for registration at 12:11  
 o'clock P.M., this 9th day of  
June 19 83, and recorded in  
 the office of Register of Deeds of Caldwell County,  
 N. C., in Book 807 Page 1091.  
Patsy Thomas Fowler  
 Register of Deeds, Caldwell County

*Patsy Thomas Fowler*