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LEDDBRIDGE VISTA HOMEOWNER'S ASSOCIATION CORPORATE
BYLAWS TYPE OF DOCUMENT

GRANTOR: LEDDBRIDGE VISTA HOMEOWNER'S,
ASSOCIATION INC.

GRANTEE: _____

PREPARED BY: BETH IRVING

MAIL TO: PO BOX 314

ARDEN, NC 28704

Ledbridge Vista Home Owners' Association, Inc.

Po Box 314
Arden, NC 28704

Corporate Bylaws
of Ledbridge Vista Home Owners' Association, Inc.

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Article I: Association of Owners

Section I.A Purpose: These Bylaws are established to govern the Ledbridge Vista Home Owners' Association. These Bylaws are created under the Restrictions and Covenants for Ledbridge Vista (herein "Community") and all terms defined therein shall be incorporated herein and used without further definition.

Section I.B Location: The Community is located in Buncombe County, North Carolina. The principal offices of the Corporation shall be located at a place, as determined from time to time by the Board of Directors and as designated most recently in the annual report of the Corporation or amendment thereto.

Section I.C Applicability: The provisions of these Bylaws shall apply to all Owners and occupants of Lots, Property, or Units within the Community. Furthermore, the acquisition of occupancy of any Lot, Property, or Unit shall constitute acceptance of these Bylaws and an express agreement to be bound by the terms hereof.

Article II: Membership and Voting

Section II.A Members: Every Lot, Property, Unit Owner with the Community shall be a member of the Association and shall remain a member as long as they retain an Ownership interest therein. When there is more than one Owner of a Lot, Property, or Unit, all such person shall be members of the Association.

Section II.B Registration: It shall be the duty of each Owner to register their names, mailing, and email addresses with the Association. If an Owner fails to properly register, the Association shall be under no obligation to recognize the privileges or right of such Owner as a member of the associate. If the Owner's interest is subject to any obligation secured with a Deed of Trust or Mortgage, then the Owner shall register the name and address of the holder of such obligation. Indetermination of quorums and voting resolutions, only votes of registered members shall be considered.

Section II.C Voting Rights: Each Lot, Property, and Unit shall be entitled to one vote in all matters considered by the Association. Where more than one person or entity shares Ownership of a Lot, Property or Unit then the Owners shall designate an individual to exercise the voting rights thereof and shall register the same with the Association. During the Initial Periods, or term of Developer Control, the Developer shall be entitled to four votes for each Lot, Property, or Unit owned.

Section II.D Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of person entitled to case at least fifty percent of the total votes shall constitute a quorum. If a quorum is not present, any meeting shall be immediately adjourned until a quorum is restored.

Section II.E Proxy: Votes may be case in person or by proxy. A proxy must be in writing, signed by all applicable members, identifying the votes subject to such proxy, and be registered with the Association on or before its use. A proxy shall be valid until revoked in writing. A proxy may denote the vote desired on a specific issue or may be a general authorization to the proxy holder to vote according to their discretion.

Sections II. F Assignment: The interest of a member in the Association assets cannot be transferred or encumbered except as an appurtenance to their Lot, Property, or Unit.

Article III: Administration and Meetings

Section III.A Place and Time of Meetings: Meetings of the members shall be held at such place within the Community or at such other place as may be designated by the Board of Directors of the Association (herein "Board"). An annual meeting of the members shall be held at least once each year, the date and time of which shall be designated by the Board, and notice thereof shall be mailed to each member at the address registered with the Association at least 45 days prior to the date of the meeting. Any business may be discussed and transacted at such annual meeting. Special meetings may be called as necessary by the President, the Board, or by request of members entitled to cast at least 51% of votes, and notice thereof shall be mailed or emailed to each member at the address registered with the Association at least 30 days prior to the date of such meeting. Only matters indicated in the notice of special meeting may be discussed and transacted at a special meeting.

Section III.B Agenda: The order of business at all meetings shall be as follows, unless otherwise agreed: 1) Roll call; 2) proof of notice of meeting or waiver of notice; 3) reading of minutes of preceding meeting; 4) reports of Officers and Directors; 5) reports of committees; 6) unfinished business; 7) new business; 8) voting of members/election of Officers and Directors; 9) adjournment.

Section III.C Authority: The Association shall act through the Board in accordance with the votes cast by the members. Unless otherwise set forth in the Restrictions, Declarations, or elsewhere herein, all matters shall be decided by a simple majority of votes cast at any meeting in which a quorum is maintained. The Board shall be charged with the managing the affairs of the Association in accordance with the consensus of the members.

Section III.D Action Without Meeting: In lieu of a formal meeting, the Association and Board may be authorized to take specific actions without a meeting provided the unanimous consent of all members has been rendered in writing and registered with the Association.

Section III.E Records: The Association shall make available to Owners, members, and mortgagees within a reasonable time and upon reasonable request, copies of Restrictions, Declarations, and these Bylaws; any Rule and Regulations adopted; the register of members; and the records and financial statements of the Association. Furthermore, the Association shall, within a reasonable time and request therefore, verify Assessments due and reasonably aid in the transfer of Ownership. The Association may charge, and every requesting party shall pay a reasonable fee to compensate for copying and other administrative expenses related to such a request.

Section III.F Representative: The association shall represent the Owners in any condemnation proceedings or other legal action. The Association shall have the authority to negotiate, settle, and obligate the members with regard to such matters unless such authority is specifically revoked in writing prior to any initial filing. Any awards or payments made to the Association shall be for the use and enjoyment of Owners which may or may not be distributed.

Article IV: Board of Directors

Section IV.A Composition and Election: The Board shall be composed of a number of Directors as deemed necessary by vote of the Association. The Directors shall be elected to terms of two years and the terms of Directors shall be staggered such that no more than 2/3 of the existing Directors' terms shall expire at any time. With the exception of any Directors elected during the period of Developer Control, all Directors must be an Owner or individual nominee of an Owner.

Section IV.B General Powers and Duties: The Board shall be charged with the general administration of the Association. All actions of the Board shall be pursuant to specific authority conferred by vote of the members. The Board shall prepare the Association budget, determine and collect Assessments, and tender all payments on behalf of the Association.

Section IV.C Specific Powers and Duties: In addition to the duties and powers provided elsewhere in these Bylaws, the Restriction and Covenants, or by resolution of Association, the Board shall be responsible for overseeing the following:

- i. Care, upkeep, and protection of the Subdivision in the manner provided herein, including but not limited to the repair, maintenance, replacement, landscaping, mowing, liability insuring of, and otherwise keeping all Common Elements in a good and slightly condition. It is the intention of the Developer and all Owners that the obligations of Owner to pay the Assessments should never fail for lack of a standard to measure or for a lack of clarity as to what is to be maintained. By acceptance hereof and of a deed to any Property within the Subdivision, each and every Owner waives any and all right to claim the non-enforceability of Assessments for lack of a standard of clarity. Owners shall have the right to receive information as to such matters but not to claim any lack of enforceability;
- ii. Employment and discharger of personnel for the maintenance and operation of the Common Elements or to perform any other authorized services on behalf of the Association;
- iii. Fiscal management of the Association, including but not limited to the determination of a collection of all Assessments in accordance with the Restrictions and Covenants and the Bylaws. The Board shall prepare a formal budget to be presented at the annual meeting, including a statement of all projected expenses and reserve requirements, current status of all account, report of any unpaid Assessments owed, and the projected rate of Assessments for the following year;
- iv. Borrowing of money for the purpose of improving Common Elements; and in aid thereof to mortgage and grant liens secured by the Common Elements but subject to the Restrictions and Covenants. No such mortgage or lien shall be granted without the affirmative vote of all Owners unless safety of Property or life is threatened;
- v. Collecting Assessment, imposing penalties for failure to time tender payments of Assessments, and foreclosing any lien for unpaid Assessments against any Owner; and
- vi. Enforcing the provisions of the Restrictions and Covenants, Bylaws, and resolutions of the Association, including the Assessment of penalties and fines for noncompliance and instituting legal action relating to such enforcement.

Section IV.D Contracts: The Board may contract with or employ any person, firm, or corporation including the Developer or an affiliate of the Developer to serve as management agent for the Common Elements and the Association at a reasonable compensation established by the Board.

Section IV.E Bonding and Insurance: The Board shall require that all agents, Directors, employees, and Officers of the Association be bonded and insured and the expense thereof shall be included in the Association budget. Copies of all bonding and insurance documents shall be filed with the Association. The Association shall indemnify any agents, Directors, employees, and Officers for such expenses and liabilities incurred incident to their good faith actions on behalf of the Association or Board in such manner under such circumstances and to such extent as permitted under North Carolina law, as now enacted or hereafter amended. It is the intent hereunder that all agents, Directors, employees, and Officers shall not be liable for any mistake of judgment, negligence, or otherwise except for their own individual, willful misconduct or bad faith. No agents, Directors, employees, or Officers shall incur personal liability for authorized actions undertaken on behalf of the Association.

Section IV.F Compensation: No member of the Board shall receive any compensation for serving in said capacity, nor shall the expense of any meeting be borne by the Association without the prior approval and affirmative vote of a 2/3 majority of all Owners.

Section IV.G Meetings: Regular meetings of the Board shall be held at such time and place as shall be determined by a majority of the Directors. Notices of such meetings shall be given to each director personally by mail, telephone, telefax, or electronically at least 30 days prior to such meeting. Directors may waive notice of any meeting either through actual attendance or in writing prior to the date of such meeting. A majority of Directors shall constitute a quorum for any meeting of the Board.

Section IV.H Action Without Meeting: The Board may transact business without a formal meeting, provided that the unanimous agreement of all Directors is evidenced in writing with respect to such action.

Section IV.I Removal and Vacancies: Any director may be removed with or without cause by the affirmative vote of 2/3 majority of all Owners at a special meeting called for the purpose. Replacement Directors shall be nominated and elected immediately upon removal of any director. In the event of a vacancy not caused by a removal hereunder, a successor director may be appointed by unanimous consent of the remaining Directors to fill said vacancy until the next annual meeting.

Article V: Officers

Section V.A Designation of Officers: The Board shall appoint the Officers of the Association. The Board may designate a President, Vice President's, Secretary, Treasurer, assistance Secretary, and Assistant Treasurer as it deems necessary. An individual may hold one or more such offices from time to time, except that the President shall not hold any other concurrent office. All such Officers shall serve at the pleasure of the Board and may be discharged with or without cause. Any vacancies shall be filled by the Board.

Section V.B President: The President shall be the Chief Executive Officer of the Association and shall preside over all meetings of the Association and Board and shall affect all resolutions of the Board. The President shall form any committees mandated by the Board or Association and shall have all other powers and duties customarily vested in the office of President of an Association.

Section V.C Vice President's: The Vice President's shall perform duties of the President as assigned by the President; and in the absences of the President, shall perform the duties of the President.

Section V.D Secretary: the Secretary shall keep the minutes of all meetings of the Association and Board, maintain the records of the Association, issue all notices of meetings, and shall perform all other duties incident to the office of Secretary. Assistance secretaries shall perform all duties and functions of the Secretary delegated to such assistants.

Section V.E Treasurer: The Treasurer shall have custody of all intangible Property of the Association, including funds, securities, and evidence of indebtedness. The Treasurer shall keep the financial records of the Association and prepare the budget of the Association. The Treasurer shall collect and record all Assessments of the Association and shall coordinate the pursuit of any liens or foreclosures incident to the collection of Assessments. Assistant Treasurers shall perform all duties and functions of the Treasurer delegated to such assistants.

Section V.F Execution of Agreements: All agreements, contracts, deeds, leases, checks, mortgages, deeds of trust, security agreements, notices, and other instruments to be executed on behalf of the Association may be executed by the President. In lieu of the President's execution, any Officer or other agent of the Board may execute the same, pursuant to an express written grant of signatory authority by the Board. Any such Board authorization shall be signed by the President but need not be notarized to be effective.

Section V.G Compensation: No Officer shall receive any compensation for serving in said capacity, nor shall the expense of any meeting be borne by the Association without prior approval and affirmative vote of a 2/3 majority of Owners.

Article VI: Assessments and Fiscal Management

Section VI.A Depository: The Board shall establish depository accounts for all funds of the Association and may change such depository at any time. All withdrawals and payments from such depository shall be pursuant to the express prior authorization issued by the Board. All accounting and fiscal records of the Association shall be made available for inspection as reasonable requested by any member or Owner.

Section VI.B Fiscal Year: The Fiscal Year of the Association shall run from the 1st day of July through the 30th day of June of the following calendar year. The Board may, from time to time, change the Fiscal Year to some other period by resolution.

Section VI.C Accounts: Receipts and disbursements of the Association shall be credited and charge to accounts under the following classification as appropriate and determined by the Board:

- i. Current maintenance and administrative expenses, including a reasonable allowance for current contingencies and working funds other than expenditures chargeable to reserves, and amounts necessary to make up any deficiencies in expenses for any prior year. Any balance in this fund at the end of each year shall be applied to reduce the Assessments for current expenses for the succeeding year or shall be transferred to the appropriate reserve fund or general operating reserve, hereafter provided for as determined by the Board;
- ii. A general reserve fund for the purpose of performing periodic maintenance, replacements and repair of Common Elements and for such other purposes as may, from time to time, appear to be necessary and appropriate. Specific reserves may also be established and kept separate from the general reserve for specific Common Elements. No use of the funds from any specific reserve may be used for any other purpose without the unanimous consent of all Owners;
- iii. A general operating reserve for the purpose of providing a measure of financial stability during period of financial stress, which may be used to meet deficiencies from time to time as a result of delinquent payment of Assessments and other contingencies, if do directed by the Board;
- iv. The amounts to pay the premiums of insurance policies and bonds obtained and maintained in accordance with these Bylaws;
- v. Repayment of any loans of the Association; and
- vi. The amount to pay any dues, taxes, or other levy assessed by any governmental authority or other Association or Community of which the Subdivision is a constituent.

Section VI.D Budget: The budget of the Association shall be prepared by the Treasurer and approved by vote of the Owners at the annual meeting. The budget shall be based upon the estimated costs of the Association. In the event that the Association is unable to agree to a budget then the Board may determine the budget, provided that any amount for any budgeted item may not be increased by more than 15% over the preceding year's amount or unless reasonably required to preserve the safety of the Subdivision or any part thereof.

Section VI.E Notice of Budget and Assessment: Copies of the proposed budget and Assessment rates shall be transmitted to each Owner at least 30 days prior to the date of the annual meeting. If the budget is amended prior to its final adoption, then a copy of the final budget shall be transmitted to each Owner within 10 days of its final adoption. The notice provided herein shall serve as the official levy of Assessments.

Section VI.F Assessment Levy: Each Owner shall be personally and severally liable for any Assessment levied by the Association, as provided in the Restrictions and Covenants, or elsewhere herein. All Assessments shall be due in advance in equal installments payable monthly, quarterly, annually, or as determined by the Board from time to time. In the event that an Assessment proves to be insufficient, the Board may amend the budget and Assessment rate or mandate a Special Assessment subject to the limitation contained herein.

Section VI.G Special Assessments: In addition to general Assessments levied pursuant to the budget, the Board may levy Special Assessments as required for unanticipated expenses, emergency expenses, budget shortages, and other fees and expenses for which the Association is obligated but unable to otherwise pay. Special Assessments may be levied against all Owners, a select group of Owners, or an individual Owner, as reasonable attributable to those against whom the Special Assessment is levied. Special Assessments may be levied either i) by agreement of Owners so levied; and ii) liens and encumbrances recorded prior to the recording of the Restrictions and Covenants.

Section VI.H Payment of Assessments and Liens: Assessments shall be within 10 days of the date of levy, or such later time as indicated by notice from the Board. Every Assessment shall constitute a lien upon the applicable Lot, Property, or Unit so assessed from the date of levy and shall be superior to all other liens except i) real estate taxes, government Assessments, or other charges due to another Association or Community of which the Subdivision is a constituent; and ii) liens and encumbrances recorded prior to the recording of the Restrictions and Covenants.

Section VI.I Delinquent Assessments: If an Owner shall fail to timely pay any Assessment or installment thereof, the Association may accelerate any remaining installments of the current year's Assessment. Upon the acceleration of the Assessments hereunder, the Board call cause a notice of default to be transmitted to the delinquent Owner demanding payment in full upon the date stated in said notice, but not less than 10 days after the forwarding of said notice to the Owner. Any Assessment or installment thereof which remains unpaid for a period of exceeding 30 days shall become due, shall incur a late fee computed at a rate of 18% per annum from the due date. In addition to such late charges, delinquent Owners shall be liable for any collection costs and attorney's fees reasonable incurred pursuant to the collection of such unpaid Assessments. All such late fee interest, collection costs, and attorney's fees shall enjoy the same security and priority as the Assessment of which they relate.

Section VI.J Enforcement of Assessments: If an Owner shall fail to tender payment of any Assessment and the Assessment remains unpaid for a period exceeding 30 days after it shall become due, the Association shall have the following rights immediately upon such occurrence:

- i. Institute legal proceeding to enforce its lien for Assessments. Any failure to pay Assessments shall be enforceable in accordance with North Carolina General Statutes Section Chapter 47f, Article 3. Owners, by acceptance of a deed for any Lot, Property or Unit within the Subdivision expressly agree that the Association shall be entitled to enforce the collection thereof under a Power of Sale in a like manner as applied to a mortgage or deed of trust in accordance with North Carolina General Statutes Chapter 45, Article 2 and 2A. The Association shall appoint a Trustee or Commission to conduct a foreclosure sale to collect unpaid, delinquent Assessments and said Trustee or Commissioner shall be entitled to Trustee's Fees in an amount of five percent of the foreclosed Property's tax assessed value or the sale price, in accordance with the terms of North Carolina General Statutes section 45-21.15.
- ii. Issue a notice of delinquency to any mortgagee of the Owner of the delinquent of Assessments. All Owners acknowledge and agree that such notice shall not constitute a violation of any state or federal unfair debt collections laws; and
- iii. The Association shall be entitled to suspend the right of a defaulting Owner to use any Common Elements (except roads, vital utilities, and other access) until delinquency is cured.

There remedies noted herein shall also include, without limitations, any and all remedies set forth in the Restrictions and Covenants or otherwise available under North Carolina law. Any delay in, or failure of the Association to exercise its enforcement rights hereunder shall not constitute a waiver of abrogation of the right of the Association or its agents to enforce such rights in the future, irrespective of the number of breaches thereof that may have occurred by that or any other Owner with respect to Assessments.

Section VI.K Assessment Register, Certificates: All Assessments shall be set forth on a register of Lots, Property, and Units which shall be available for inspection in the offices of the Association, upon reasonable request by Owner, mortgagees, and other security holders and their agents of duly authorized representatives. The register shall include the amount and rate of Assessment and a payment history including notation of any unpaid Assessments. The Association shall, upon reasonable request and within 10 days of such request, furnish to an Owner, its agent, or duly authorized representative a recordable certificate setting forth the amount and rate of Assessment and the amounts of any unpaid Assessments. The Association may charge a reasonable fee for such certificate. All Owners acknowledge that the register and any certificate issued in good faith shall not constitute a violation of any state of federal unfair debt collection laws.

Section VI.L Failure to Prepare Budget or Levy Assessment: The failure of, or delay of the Board to prepare any budget or to levy any Assessment shall not constitute a waiver or release of an Owner's obligation to pay Assessments. Until a new budget is adopted or new Assessments levied, the budget and Assessments for the preceding period shall apply. Any deficiencies, failure, or inadequacies in the procedure followed by the Board in preparing and adopting a budget or the levy and collection of Assessments shall not in any way affect the validity of the Owner's obligation to pay Assessments.

Section VI. M Allocation of Common Surplus: Any common surplus, including funds in reserve account, may be allocated to each Owner in accordance with its percentage interest in the share of Assessments. In the event of any allocation of common surplus, payment may be made directly to the Owner or credited against the Owner's current, future, or delinquent Assessments. The Board shall retain the authority to apply any surpluses to any current Fiscal Year expenditures in order to satisfy the exempt function of income qualification for non-profit corporations under Section 528 of the Internal Revenue Code.

Article VII: Enforcement of Restrictions and Covenants

Section VII.A General: A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Restrictions and Covenants, these Bylaws, or the rules and regulations, as the same may be amended from time to time, by any Owner or occupant, shall be grounds for relief that shall include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties as determined by the Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Association, aggrieved Owner, or by any person or class of persons adversely affected. Also if any Owner fails to perform any obligation under any law, the Restriction and Covenants, these Bylaws, or such rules and regulations as hereinafter promulgated, then the Association may, but is not obligated to perform the same for the Owner's account, and for such purpose may enter upon his Lot, Property, or Unit to make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a Special Assessment against such defaulting Owner. The Association also shall be entitled to suspend the right of a defaulting Owner to use any Common Elements (except roads, vital utilities, and other access) until the default is cured.

Section VII.B Notice of Default and Failure to Cure: In the event of any such default or failure, the Board shall serve upon or mail to the defaulting Owner, a written notice specifying the nature of the default or failure, the cure thereof, and the time within which the cure shall be affected. Within the time limit specified in the notice, the defaulting Owner may cure the default or failure specified or serve upon or mail during the specified cure period a written notice to the Board requesting a hearing before the Board. If a hearing

is so requested, the Board shall thereafter serve upon or mail to the defaulting Owner a notice specifying the time and place for such hearing. At the hearing, the Board shall take such evidence and hear such testimony as it deems necessary or desirable. Upon taking such evidence and hearing such testimony, the Board, at the hearing or such later time, shall determine in writing and at its sole option, to waive the default in whole or in part, to extend the time within which the default may be cured, or to proceed immediately to levy a fine or penalty, or to exercise any one or more of the remedies available to the Board due to such default. The Board shall serve upon or mail the defaulting Owner a copy of its determination and the Board may then proceed to take such action as it deems necessary to obtain relief.

Section VII.C Abatement: In the event that an Owner fails to effect the cure specified by the Board, where the default relates to a structure, thing, or condition existing on the Owner's Lot, Property, or Unit, the Board, or its duly authorized representative, shall have the right to enter such areas where such default exists, and to summarily abate, remove, or terminate the structure, thing, or condition constituting the default at the Owner's expense through a levy hereunder. The Association, Board, and agents thereof shall not be guilty of or liable for any manner of trespass in the exercise of this remedy of abatement.

Section VII.D Injunction: Any person or class of persons entitled to seek relief for any such default of failure may obtain a temporary restraining order, injunction, or similar relief immediately upon such occurrence. There shall be no obligation to seek any other form of redress prior to seeking relief hereunder.

Section VII.E Attorneys' Fees and Costs: In any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be allowed by the court.

Section VII.F Nonwaiver of Covenants: The failure of the Association or any Owner to enforce any term, provision, covenant, or condition that may be granted by the Restrictions and Covenants, these Bylaws, the rules and regulations, or any law shall not constitute a waiver or abrogation of the right of the Association or any Owner to enforce such term, provision, covenant, or condition in the future, irrespective of the number of violations or breaches that may have occurred.

Article VIII: Insurance

Section VIII.A Association Insurance: The Board shall obtain and maintain any insurance required by the Restrictions and Covenants, these Bylaws, or as it may determine in its discretion. All such policies shall provide that adjustment of loss shall be made with the Board or its designated representatives. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on.

Article IX: Amendment

Section IX.A Amendment: These Bylaws may be amended by the affirmative vote of a majority of the Owners and mortgagees thereof. Notwithstanding the foregoing, no amendment hereof shall occur during any period of Developer Control without the joinder of the Developer. During the period of Developer Control, the Developer may amend or supplement these Bylaws in its exclusive discretion and without any recording thereof. A copy of all amendments, the minutes of meetings at which proposed amendments were considered, and a record of the votes cast for such amendments shall be kept with the records of the Association and shall be available for inspection as provided herein.

Article X: General Provisions

Section X.A Rules and Regulations: The Board may promulgate such rules and Restrictions as it deems reasonable and necessary governing the administration, management, operation, and use of the Common Elements to promote and ensure the common use, enjoyment, protection, and preservation thereof. In addition, the Board may adopt such rules and regulations as it deems reasonable and necessary to provide for the common good of all Owners. Any rules or regulations adopted by the Board may be amended, modified, revoked, or established by the affirmative vote of a majority of the Owners at an annual or special meeting. All rules and regulations shall be equally and uniformly applicable to all Owners and occupants, as reasonably applicable. Copies of all rules and regulations, including amendments or modification thereof shall be furnished to all Owners, and a copy shall be posted or otherwise made available to Owners and occupants at the office of the Association. Failure to furnish, post, or make available such rules and regulations shall in no way affect their validity or enforceability.

Section X.B Parliamentary Process: The conduct of the Association and all meetings thereof shall be in accordance with the then current "Robert's Rules of Order" when such shall not conflict with the Restrictions and Covenants, these Bylaws, or any law. The President shall have the authority to appoint a parliamentarian.

Section X.C Conflicts and Severability: These Bylaws are established in compliance with the statues of the State of North Carolina and are intended to remain in compliance therewith. Should any term, condition, provision, paragraph, article, section, or clause of these Bylaws conflict with any law, such law shall control unless said law permits these Bylaws to override the same. In the case of any conflict between the provisions of these Bylaws, any rules and regulations adopted hereunder, and the Restrictions and Covenants, the Restrictions and Covenants shall control. If any term, condition, provision, paragraph, article, section, or clause of these Bylaws, including the application thereof to any person or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity, or otherwise effect the remainder of these Bylaws, or the application thereof to any other person or circumstance.

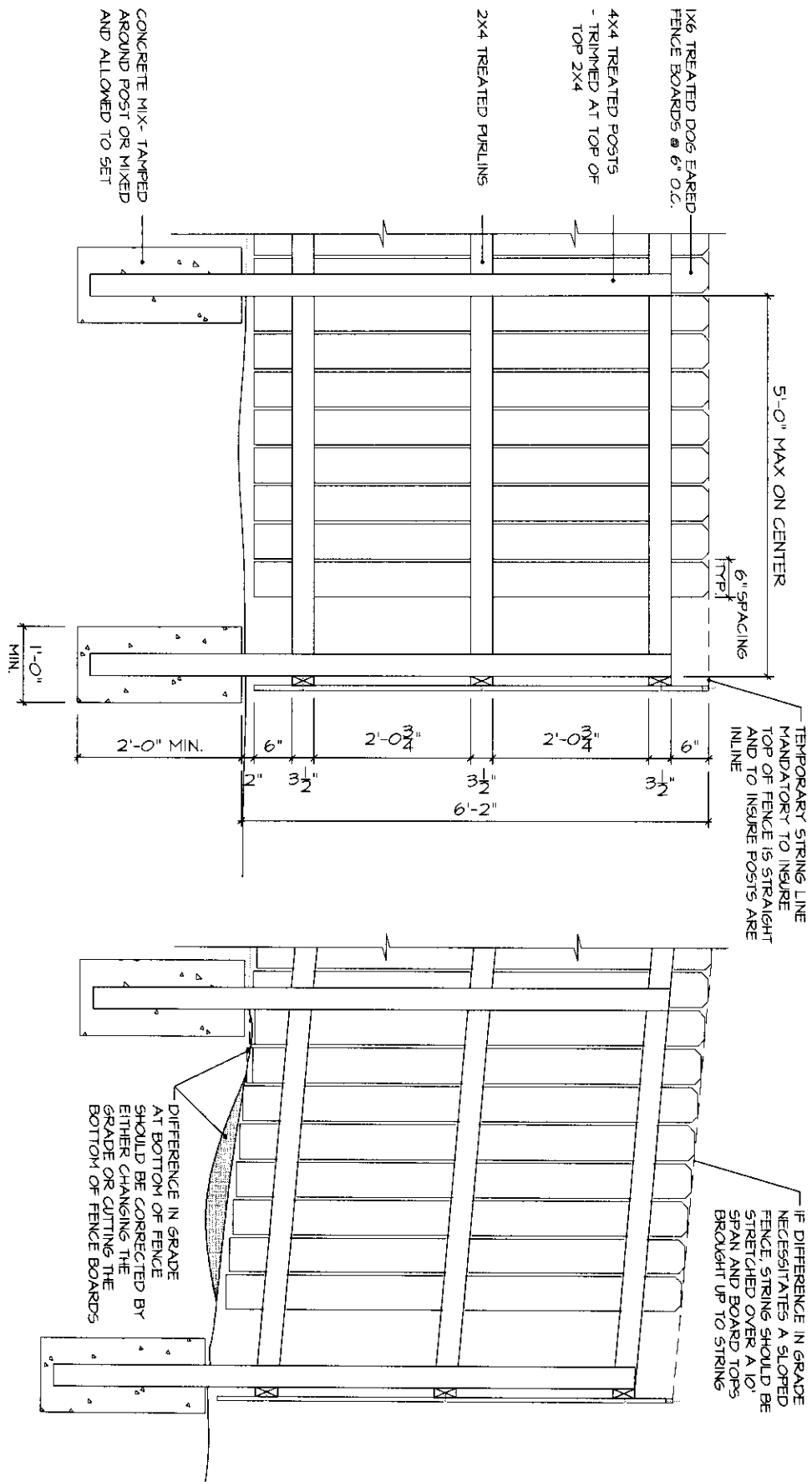
Section X.D Notices: In any circumstance where notice is required under the Restrictions and Covenants, these Bylaws, or any law, it shall be required or permitted that notice or demand given or served on the Association, Board, or any Owner or occupant, such notice shall be given in writing by certified or registered mail, postage paid to the addresses registered with the Association, and shall be effective when received or when attempted to be delivered. Failure of actual delivery due to willful negligent or accidental refusal of delivery or due to deficiencies in the address registered with the Association by an Owner shall not invalidate the effectiveness of any notice issued hereunder.

Certified By:

ROBERT JOHN CARIGNAN JR.
~~Secretary~~ PRESIDENT

DEBORAH J. WORLEY
NOTARY
PUBLIC
BUNCOMBE CO. NC

Buncombe County, North Carolina
I, a Notary Public for said County and State, do hereby
Certify that Robert John Carignan Jr.
personally appeared before me this day and acknowledged
the execution of the foregoing instrument. Witness My Hand
and Seal this 14th day of July, 2011
Deborah J. Worley
NOTARY PUBLIC
MY COMMISSION EXPIRES 3-31-2013



- NOTES:**
- 1) ALL FENCES ARE TO BE STAKED OUT AS FAR AS LOCATION AND APPROVED BY THE ARCHITECTURAL REVIEW BOARD BEFORE CONSTRUCTION BEGINS.
 - 2) ALL FENCES ARE TO BE FINISHED WITHIN 60 DAYS OF BEGINNING OF CONSTRUCTION.
 - 3) ALL FENCES AND GROUNDS WITHIN THE FENCE ENCLOSURE ARE TO BE MAINTAINED BY THE HOMEOWNER.
 - 4) ALL FENCES ARE TO BE STAINED AND MAINTAINED WITH SHERWIN WILLIAMS DECKSCAPES PREMIUM OIL BASE STAIN NATURAL TONER COLOR.

Standard Fence Detail

Ledbridge Vistas H.O.A.
P.O. Box 314
Adrian, North Carolina 28704
Phone 828.298.4428

13/10
BULLETIN DWG. NO
1.01