

Fairway Forest Townhouses Association, Inc.

BALLOT

For Vote on Amendments to Declaration

Please find below the text of six (6) amendments that your Board of Directors supports and believes will be beneficial to all interval owners be they actual users, Fairshare members or those who use the exchange program. Since all of these amendments relate to the Association's Relationship with the Master Association, we are asking that you vote for or against all of them collectively.

Amendment 1

Throughout the Declaration (as amended), all references to the Fairfield Valley Master Association, Inc. as "P.O.A." shall henceforth be amended to read "Master Association." The term "Master Association" shall therefore be substituted throughout the Declaration (as amended) for the term "P.O.A."

Amendment 2

Article V is amended by deleting in its entirety Subparagraph (i) which now reads: "Charges levied by the P.O.A. pursuant to Article X of this Declaration."

Amendment 3

Article VIII is amended by deleting the last sentence of the Article which now reads: "No amendment or supplement shall change the rights and privileges of the Developer without the Developer's written approval so long as the Developer shall own two Lots or the equivalent thereof in Lot Weeks."

Amendment 4

Article X(B) is amended by deleting it in its entirety and replacing it with the following:

Article X (B)

B. Recreation or Amenities Fee Assessed by the Master Association. The Master Association requires payment of a Recreation Fee for the use, enjoyment and continual maintenance of the recreational facilities at Sapphire Valley. A Lot Week Owner, his family and/or his guests or those occupying a Lot by or through said Lot Week Owner shall be entitled to use the recreational facilities owned by the Master Association at Sapphire Valley, subject to applicable use rates, during the period of time in which said Lot Week Owner, his family or guests are occupying said Lot, as long as the Recreational Fee is paid.

Amendment 5

Article X (C) is amended by deleting it in its entirety and replacing it with the following:

Article X (C)

C. Master Association Street Maintenance Assessment. The Master Association assesses all lots in Sapphire Valley for the maintenance of streets and roads. The share of this assessment owed by Lot Week Owners will be paid by the Association and will be charged to Lot Week Owners as part of their Association assessments. Such street assessment is separate and apart from the Recreation Fee as set forth in Article X (B) above.

Amendment 6

Article XXI is amended by deleting the following phrase from Paragraph (F): “or the recreational facilities at Sapphire Valley.” After such amendment Paragraph (F) shall read as follows:

F. No Owner may exempt himself/herself from liability for contribution toward the common expense or, in the case of a Lot Week Owner in a Lot Committed to Interval Ownership, the maintenance fee, by waiver of the use and enjoyment of the Common Area, or by the abandonment of his/her Lot or Lot Weeks.

(Please place an “X” in a box to cast your vote)

YES (For)

NO (Against)

Owner’s Signature: _____

Owner’s Name: _____

Interval Weeks(s) & Unit #(s) Owned: _____

Owner’s Email (if applicable): _____ Phone Number: _____

(Please list all of your weeks. Only one ballot will be cast even if you own multiple weeks. The number of weeks owned will be the number of votes that your ballot counts for).

PLEASE VOTE AND RETURN YOUR BALLOT BY ONE OF THE FOLLOWING:

- (1) U.S Mail to: **Fairway Forest Association, PO Box 2048, Cashiers, NC 28717**; or
- (2) Fax transmission to: **828-743-5516**; or Electronic Mail (Email) to: **svmalisa@nctv.com**

PLEASE VOTE AND RETURN YOUR BALLOT IMMEDIATELY, BUT NO LATER THAN: November 10, 2010.