

AMENDMENT TO  
DECLARATION OF UNIT OWNERSHIP

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FOR

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SKYLEAF CONDOMINIUM COMMUNITY

THIS AMENDMENT TO DECLARATION OF UNIT OWNERSHIP  
SKYLEAF CONDOMINIUM COMMUNITY Made this 15<sup>th</sup> day of

May, 1988 by the Units Owner's Association.

WITNESSETH:

THAT WHEREAS, by Declaration of Unit Ownership recorded in Book 106, page 1059 of the Avery County Registry, with its attached schedules and exhibits, First Union National Bank of North Carolina dedicated certain real property to the condominium form ownership, known as Skyleaf Condominium Community; and

WHEREAS, at the December 19, 1987 meeting of the Skyleaf Condominium Community Units Owner's Association and at the May 1, 1988 continuation thereof, where 82.9099% of the voting power of said Association was represented in person or by proxy; and

WHEREAS, by various motions, duly made and seconded, the said 82.9099% of the voting power of the Association voted to make certain amendments to the Declaration of Units Ownership and to the By-Laws of the Condominium.

NOW, THEREFORE, the Unit Owner's Association hereby makes the following amendments to the Declaration and By-laws:

AMENDMENTS TO DECLARATION  
OF UNIT OWNERSHIP

1. The last sentence of Paragraph 9 (b) shall be amended to read as follows:

Assessments may be used in part to make contributions for the maintenance and improvement of roads leading to the condominium property.

2. Paragraph 9 (c) (i) shall be amended to read as follows:

(i) From and after September 1, 1988 the annual assessment may be increased

assessment for the previous year without a vote of the membership of the unit Owner's Association, as hereinbelow provided.

3. Paragraph a (c) (ii) shall be amended to read as follows:

(ii) From and after September 1, 1988 the annual assessment may be increased more than twenty per cent (20%) of the budgeted annual assessment for the previous year by a vote of two-thirds (2/3) of the voting power of the Unit Owners Association who are voting in person, or by proxy, at the annual meeting or at a meeting duly called for such purpose.

4. Paragraph 9 (c) (iii) shall be amended to read as follows:

(iii) The Board of Directors may increase the annual assessment by an amount not exceeding twenty per cent (20%) of the budgeted annual assessment for the previous year. Said budget may be increased by more than twenty per cent (20%) by a vote of two-thirds (2/3) of the voting power of the Unit Owner's Association who are voting in person, or by proxy, at an annual meeting or at a meeting duly called for such purpose.

5. Paragraph 9 (F) shall be amended to read as follows:

(F) Capital Improvement Fund; Special Assessments Provided.

The Board of Directors, in establishing the annual budget for the operation, management and operation of the condominium, shall designate a sum to be collected and maintained as a reserve fund for the replacement and capital improvement to the Common Property (herein "Capital Improvement Fund") which shall be used for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting part of the Common Property, for pavement and improvement of roads existing or platted on the Common Property, and the replacement of personal property constituting a part of the Common Property held for the joint use and benefit of the

Unit Owners. The amount to be allocated to the Capital Improvement Fund may be established by the Board of Directors to collect and maintain a sum reasonably necessary to anticipate the need for replacement of Common Property. The amount collected for the Capital Improvement Fund shall be maintained in a separate account by the Association and shall be used only to make capital improvements to the Common Property. Any interest earned on the Capital Improvement Fund may be expended for current operation and maintenance. Special Assessments to property fund the Capital Improvement Fund may be levied by the Board of Directors if deemed necessary by it, up to the amount of \$30,000.00. A Special Assessment over \$30,000.00 may be levied upon approval by two-thirds (2/3) of the voting power of the Unit Owner's Association who are voting in person, or by proxy, at an annual meeting or at a meeting duly called for such purpose.

6. Paragraph 9 (H) is amended changing the figure "six per cent (6%) per annum" to "eighteen per cent (18%) per annum."

7. A new Paragraph designated as Paragraph 9 (K) to read as follows.

9 (K) Advances Made By Association Declared a Lien. The lien granted to the Association to cover assessments 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 for assessments, including interest at the rate of 18% per annum on any advances so made.

8. Amend Paragraph 14 (C) (ii) shall be amended to read as follows:

(ii) In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire,

water damage from burst water pipes or other plumbing, or any other casualty, or in the event such damage or destruction is caused by any casualty not required to be insured against, or in the event there exists a deductible on the policy of casualty insurance which must be met, then the repair or reconstruction of the damaged Common Elements and to any damaged condominiums unit shall be accomplished promptly by the Unit Owner's Association. To the extent such repair is to an individual condominium, same shall be the expense of the affected Unit Owner, subject to the provisions of 14(C)(iii) hereinbelow such payment shall be made upon demand made by the Association. Each Unit Owner shall pay all costs to repair and replace all portions of the Common Elements that may become damaged or destroyed by reason of his intentional or negligent acts or the intentional or negligent acts of any occupant of or agent within his Unit. Such payments shall be made upon demand made by the Association.

9. Paragraph 14(C) is amended by adding subparagraph (iii) which shall read as follows:

(iii) Units, Maintenance and Repair.

Each Unit Owner shall maintain his Unit at all times in a good and clean condition, and repair and replace, at his expense, all portions of his Unit; shall perform his responsibilities in such manner as not to unreasonably disturb other Occupants; shall promptly report to the Board, or its agents, any defect or need for repairs the responsibility for which is that of the Association; and, to the extent that such expense is not covered by the proceeds of insurance carried by the Association, shall pay all costs to repair and replace any portion of another Unit that has become damaged or destroyed by his or his agent acts or omissions, or the acts or omissions of any Occupant

of his unit. Such payment shall be made upon demand by the Unit Owners of such other Unit. Nothing herein contained shall modify any waiver by insurance companies of right of subrogation.

10. Paragraph 18 (B) shall be amended to read as follows:

(B) In order for such amendment to become effective, it must be approved by an affirmative vote of a majority of the entire membership of the Board of Directors and by an affirmative vote of members owning at least 66 per cent of the aggregate undivided interest in the Common Areas and Facilities of the Condominium, (if a larger vote is required to take or refrain from taking a specific action, no amendment shall be valid until the members owning such larger percentage execute the amending instrument). Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Registry within twenty (20) days from the date on which any amendment has been approved by the Directors and members. No amendment shall become effective until it is duly recorded in the Avery County Public Registry.

11. Paragraph 18 (C) shall be amended to read as follows:

(C) Upon the approval and proper recording of any amendment, it shall become binding upon all Unit Owners. At any meeting held to consider any amendment to the By-Laws the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

## AMENDMENTS TO BY-LAWS

1. ARTICLE V, Section 3 by changing the figure of "Five Thousand Dollars (\$5,000.00)" where same appears twice, and replacing said figure in each instance with the figure "Thirty Thousand Dollars (\$30,000.00)."

2. ARTICLE VIII, Section 2 is amended by changing the figure "Seventy-five per cent (75%)" to "Sixty-six per cent (66%)."

SKYLEAF CONDOMINIUM COMMUNITY  
UNIT OWNER'S ASSOCIATION

BY: Louise O. Anderson (SEAL)  
President

STATE OF NORTH CAROLINA

COUNTY OF AVERY

I, Ed L. Bush, a Notary Public for the aforesaid county and state certify that LOUISE O. ANDERSON, personally appeared before me this day and being first duly sworn, says that she is the President of Skyleaf Condominium Community and that the foregoing writing was signed and sealed by her on behalf of said Association by its authority duly given. And the said acknowledged the said writing to be the act and deed of said Association.

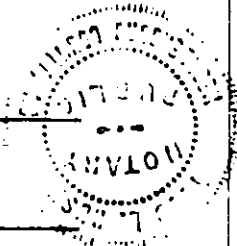
(SEAL)

NOTARY PUBLIC

Ed L. Bush

MY COMMISSION EXPIRES

8-8-90



GERALD B. MCINNES, P.A.  
ATTORNEY AT LAW  
HIGHLAND, N. C. 28040

NORTH CAROLINA OFFICE OF REGISTER OF DEEDS  
AVERY COUNTY  
THE FOREGOING CERT. OR ANNEXED CERT. OF  
Ed L. Bush N.P.  
OF SAID CO. & STATE IS CERTIFIED TO BE CORRECT.  
FILED FOR REGISTRATION AT 3:41 O'CLOCK P M  
ON THE 29th DAY OF March 1989  
AND REGISTERED IN THIS OFFICE IN BOOK 200  
AT PAGE 928 THIS THE 29th  
DAY OF March 1989

STATE OF NORTH CAROLINA

COUNTY OF AVERY

AFFIDAVIT

Louise Anderson, first being duly sworn, deposes  
and says:

1. That she is the duly elected President of Skyleaf  
Condominium Community Unit Owner's Association.

2. That to the information and belief of the undersigned  
a copy of the foregoing Amendments to Declaration of Unit  
Ownership has been mailed by certified mail to all Unit  
owners and all mortgages having a bona fide lien of record  
against any Unit Ownership Interest.

This 28th day of February, 1989.

*Louise Anderson*

LOUISE ANDERSON  
President, Skyleaf Condominium  
Community Unit Owners Association

SWORN TO AND SUBSCRIBED  
before me this 28 day  
of February, 1989.

*John L. Bush*  
NOTARY PUBLIC:

8890  
MY COMMISSION EXPIRES:

