

NORTH CAROLINA

AVERY COUNTY

AMENDMENT TO DECLARATION OF UNIT  
OWNERSHIP UNDER CHAPTER 47A, NORTH  
CAROLINA GENERAL STATUTES FOR SKYLEAF  
CONDOMINIUM COMMUNITY A CONDOMINIUM

THIS AMENDMENT TO DECLARATION is hereby made and entered into this \_\_\_\_\_ day of September, 2011, by Skyleaf Condominium Community Association, Inc., a North Carolina non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, the Skyleaf Condominium Community was created and established pursuant to the terms and provisions of that certain Declaration of Unit Ownership Under Chapter 47A North Carolina General Statutes for Skyleaf Condominium Community A Condominium, recorded in Book 106, Page 1059, and amended by instruments recorded in Book 114, Page 846, Book 119, Page 834, Book 130, Page 528, Book 141, Page 70, and Book 200, Page 928, Avery County, North Carolina, Public Registry (hereinafter the "Declaration"); and

WHEREAS, the Association, under the terms and provisions of the Declaration and under the terms and provisions of the North Carolina Unit Ownership Act (Chapter 47A) and the North

Carolina Condominium Act (Chapter 47C) is charged with administration, regulation, maintenance, and repair of the common elements of the Condominium; and

WHEREAS, the Association also has the right and authority to regulate each Unit Owners' use of the limited common elements, recognizing that each Unit Owners' use of his/her limited common elements may have an impact on other Unit Owners' use and enjoyment of their respective units; and

WHEREAS, a question has arisen with respect to placement of equipment or structures by a Unit Owner on or in the limited common elements, specifically the decks which serve the individual units; and

WHEREAS, pursuant to paragraph 18 of the Declaration, as amended (see Amendment recorded in Book 200, Page 928), upon approval and recommendation by the majority of the entire membership of the Board of Directors, at a meeting of the members of the Association duly held on September 24, 2011, by an affirmative vote of the members of the Association owning at least 66% of the aggregate undivided interest in the Common Areas and Facilities of the Condominium, the members of the Association approved the following Amendment for the purpose of clarifying and confirming restrictions, prohibitions, and limitations with respect to placement of structures, appurtenances, or any objects whatsoever on or in the limited common elements.

NOW, THEREFORE, the undersigned Secretary of the Association does hereby certify that the following Amendment to the Declaration was voted on and approved by the members of the Association owning \_\_\_\_% of the aggregate undivided interest in the Common Areas and

Facilities of the Condominium at a meeting of the members duly held on September 24, 2011:

1. Paragraph 7(H) of the Declaration, entitled "Use of LIMITED COMMON ELEMENTS" is hereby deleted in its entirety and the following is substituted in lieu thereof:

(H) Use of LIMITED COMMON ELEMENTS. Subject to the limitations and restrictions which are set forth in this subparagraph (H), each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the LIMITED COMMON ELEMENTS located within the bounds of his Unit or which serve only his Unit, the cost of maintenance and repair of such LIMITED COMMON ELEMENTS to be the responsibility of such Unit Owner. The LIMITED COMMON ELEMENTS with respect to each Unit shall consist of the following, in addition to those LIMITED COMMON ELEMENTS hereinabove described and referred to:

(i) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating and air conditioning systems and control devices, (except those items considered party of the Unit pursuant to Paragraph 6 of this Declaration) located within the bounds of such Unit or which serve only such Unit and, exterior lighting fixtures controlled by or metered to a particular Unit;

- (ii) All gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Unit;
- (iii) Patios, balconies, courtyards and appurtenant improvements, walkways, front and back stoops, and decks (if any) which serve only such Unit;
- (iv) Attic areas which are accessed from within a Unit and serve only such Unit, provided, that the attic areas shall not be converted to living space, no permanent structures shall be placed in the attic areas, and the attic areas shall be used solely for storage space;
- (v) All other COMMON ELEMENTS as may be located within the bounds of such Unit and which serve only such Unit or which may be designated on the Drawings as a LIMITED COMMON ELEMENT.

A Unit Owner's use of any portion of the LIMITED COMMON ELEMENTS shall be subject to the Rules and Regulations of the Association. In addition, no Unit Owner, Guest, or Tenant may attach or authorize to be attached any structure or object on or in any portion of the COMMON ELEMENTS OR LIMITED COMMON ELEMENTS without the express

written consent of the Association. This shall include but not be limited to any mechanical equipment, electrical equipment, heating/cooling equipment, wiring, lighting, television antennae, satellite dishes, or other items. A violation of this restriction shall entitle the Association through its agents or representatives to enter upon a Unit if necessary in order to remedy or abate such violation, and any costs associated with removal of prohibited structures or objects shall be charged against the Unit and such charges shall be considered to be assessments secured by a lien against the Unit.

2. Paragraph 7(A) of the Declaration, entitled "Common Areas and Facilities (Common Elements)" is modified and amended to add in subparagraph (ii) the words "crawl space", in order to clarify and confirm that the crawl space under the buildings and units shall be considered to be common elements.

Except as expressly modified herein, all other terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Secretary of the Association has caused this Amendment to be duly executed the day and year first above written.

Skyleaf Condominium Community Association, Inc.,  
a North Carolina non-profit corporation

By: \_\_\_\_\_  
Secretary

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public, certify that \_\_\_\_\_  
personally came before me this day and acknowledged that he/she is **Secretary** of SKYLEAF  
CONDOMINIUM COMMUNITY ASSOCIATION, INC., a corporation, and that he/she, as **Secretary**,  
being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Notary's Printed or Typed Name

My commission expires:

\_\_\_\_\_

NOTARIAL SEAL:

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