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Prepared by and return to:  
Goosmann **Rose** Colvard & Cramer, P.A. (Box 81)

(14-3130 jrr/lfl)

State of North Carolina  
County of Buncombe

**Second Amendment to Declaration of Condominium  
for Skyloft Asheville Condominium  
[Including Easement Grants to Adjacent Property Owner]**

This **Second Amendment to Declaration of Condominium for Skyloft Asheville Condominium [Including Easement Grants to Adjacent Property Owner]** (collectively herein "Second Amendment") dated as of \_\_\_\_\_, 2015, by the **Skyloft Asheville Condominium Owners Association, Inc.**, a North Carolina non-profit corporation (herein "Association") on behalf of the **Condominium Unit Owners in Skyloft Asheville Condominium** (collectively herein "Owners").

**Witnesseth:**

**That Whereas**, the developer of Skyloft Asheville Condominium signed the Declaration of Condominium for Skyloft Asheville Condominium which Declaration of Condominium (herein "Declaration" and "Condominium", respectively) is recorded in Record Book 4478, at Page 1215 of the Buncombe County, NC Register's Office (herein "Registry"), and the First Amendment to Declaration of Condominium for Skyloft Asheville Condominium is recorded in Record Book 4520, at Page 1618 of the Registry (herein "First Amendment"); and

**Whereas**, the Condominium currently consists of Phase 1 (Building A – with 6 Units) and Phase 2 (Building B – with 9 Units); and

**Whereas**, the Association intends to make certain amendments to the Declaration, namely: (a) the approval of a cost-sharing agreement with a four (4) Unit townhome

development by Big River One, LLC, a North Carolina limited liability company (and / or its successors and assigns) (herein "Big River One"), on property immediately adjacent to the east of the Skyloft Asheville Condominium property (herein "Big River One Property"); (b) the acknowledgement of the unit density variation between the Declaration and townhome construction as planned by Big River One; (c) the grant of access and utility rights of way and easements for the benefit of the Big River One Property; and (d) the grant of easements to allow for certain decking area encroachments over and within a portion of the parking area in the Common Area of the Condominium for the benefit of the Big River One Property; and

**Whereas**, the Owners held a meeting to discuss the cost-sharing agreement, the acknowledgement of the unit density of the townhomes within the Big River One development and the grant of access and utility rights of way and all easements set forth above and achieved approval for the same.

**Now Therefore**, the Association, in consideration of the foregoing and pursuant to the provisions of the Declaration, as amended, and the provisions of the NC Condominium Act, hereby sets forth on behalf of itself and of the Owners the following amendments to the Declaration:

1. Agreement to be Entered into with Big River One for the Sharing of Common Element expenses

The Board of the Association is hereby authorized to negotiate and execute an agreement with Big River One for the sharing of certain Association expenses with the four (4) unit townhome development to be created on the Big River One Property. Upon the execution by the Condominium Board of an agreement with Big River One as aforesaid this Second Amendment shall operate to incorporate the terms of such agreement into the operative terms of the Declaration as to Common Area maintenance and the computation of Assessments.

2. Unit Density Variation Between the Declaration and Townhome Construction as Planned by Big River One

The Big River One Property includes an existing concrete pad upon which Big River One intends to construct four (4) attached townhome units of a design and quality similar to the existing condominium buildings. It is the intention of the parties to acknowledge herein that prior development projections for the Condominium included the area designated as "Building C" as shown on that plat recorded in Plat Book 135, at page 146 of the Registry [the same area in which Big River One intends to construct the four (4) attached townhome units] which building was anticipated to contain nine (9) condominium units. The Condominium hereby acknowledges and affirms a unit density changes to Building C from nine (9) condominium units to four (4) townhome units.

3. Access and Utility and Other Right of Way and Easement grants to benefit the Big River One Property

The Board of the Association is hereby authorized to grant and does hereby grant unto Big River One, its successor and assigns, appurtenant, non-exclusive rights of way and easements for vehicular and pedestrian ingress, egress and regress and for utility installations, lines, systems and connections over and upon the Phase 1 and Phase 2 Common Elements of Skyloft Asheville Condominium property with the right to tap onto all utility connections in such locations as the same currently exist or as may be reasonably necessary for the use, enjoyment and benefit of Parcel 1 and Parcel 2 as shown on that Plat by Brooks Engineering Associates dated March 11, 2015 and recorded in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_ of the Registry ("Plat") ("Big River One Property"), for the planned four (4) unit townhome development support and use of the Big River One Property as planned and/or constructed by, or on behalf of, Big River One and as may enhance the interaction of such townhome development property with the Phase 1 and Phase 2 Common Area and/or Common Elements of the Condominium.

4. Decking Easements for the benefit the Big River One Property

The Board of the Association is hereby authorized to grant unto to Big River One, its successors and assigns: (a) an exclusive, appurtenant easement for four (4) elevated decking areas to be constructed as part of the Building C on the Big River One Property [two (2) of which decking areas will require four (4) post supports and two (2) of which decking areas will be cantilevered] that will require decking support posts in the parking area of the Condominium Property adjacent to Building C on the Big River One Property and will project into the airspace above the parking area of the Condominium Property and being shown on the Plat as Deck Protrusion (collectively herein "Decking) for the use, enjoyment and benefit of the Big River One Property; and (b) an appurtenant non-exclusive access easement (be it vehicular or pedestrian) upon and across the Condominium Common Area as is necessary for Big River One, its, successors and assigns, to maintain the Decking.

5. Article XIV of the Declaration, as amended, is amended to remove reference to that Deed of Trust recorded in Deed Book 4365, at Page 276 of the Registry.
6. The Association, on behalf of the Owners, hereby certifies that this Second Amendment does not divest any Owner of any portion of his or her condominium Unit and does not materially alter the plan of development set forth in the Declaration, as amended.
7. Except as modified by this Second Amendment, all of the terms, conditions, restrictions and provisions of the Declaration, as amended, are hereby expressly ratified and confirmed and shall remain in full force and effect.
8. No preference shall be applied in the construction of the terms of this Agreement based upon the party or parties involved in the preparation of this document as each signing party is deemed to participate and have equal access to legal counsel before signing the Second Amendment.

**To Have and to Hold**, the aforesaid rights of way and easement grants with all privileges and appurtenances thereto unto Big River One, its successors and assigns, for the benefit of the Big River One Property

**In Witness Whereof**, the Association, on behalf of the Owners (with an acknowledgement by Big River One) causes this Second Amendment to be executed as of the day and year first above written.

[Signature pages attached]

[Signature attachment to the Second Amendment to Declaration of Condominium for Skyloft Asheville Condominium]

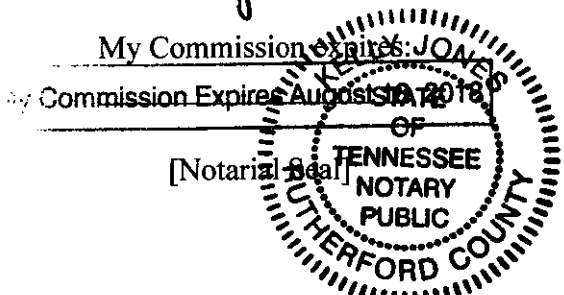
“Association” Skyloft Asheville Condominium Owners Association, Inc., a North Carolina non-profit corporation

By: [Signature]  
Printed Name: J.D. STEINHILBER  
Title: PRESIDENT

By: [Signature]  
Printed Name: William L. Nie  
Title: Vice President

State of Tennessee  
County of Davidson

I certify that the following person(s) personally appeared before me this day, acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: JD Steinhilber, as President of Skyloft Asheville Condominium Owners Association, Inc., a North Carolina non-profit corporation. Witness my hand an official stamp or seal on this the 27 day of May, 2015.



[Signature]  
Notary  
Kelly Jones  
Typed/Printed name of Notary

State of INDIANA  
County of MARION

I certify that the following person(s) personally appeared before me this day, acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: William L. Nie, as Vice President of

Skyloft Asheville Condominium Owners Association, Inc., a North Carolina non-profit corporation. Witness my hand and official stamp or seal on this the 1<sup>st</sup> day of June, 2015.

My Commission expires:  
11/29/2015

Louise Duvall  
Notary  
Louise Duvall  
Typed/Printed name of Notary

[Notarial Seal]  
**Louise Duvall**  
**Notary Public, State of Indiana**  
**My Commission Expires 11/29/2015**

[Signature attachment to the Second Amendment to Declaration of Condominium for Skyloft Asheville Condominium]

Acknowledged by:

"Big River One"

**Big River One, LLC**  
a North Carolina limited liability company

By: [Signature]  
David Vaughn Vandegrift, Manager

State of NC  
County of Buncombe

I certify that the following person(s) personally appeared before me this day, acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: David Vaughn Vandegrift, as Manager of Big River One, LLC, a North Carolina limited liability company. Witness my hand an official stamp or seal on this the 22 day of Nov, 2015.

My Commission expires:  
7-10-2019

[Signature]  
Notary  
Nicholas James Yianopoulos  
Typed/Printed name of Notary

