



**2013005650**

TRANSYLVANIA CO. NC FEE \$26.00  
PRESENTED & RECORDED

10-11-2013 09:19:39 AM

CINDY M OWNBEY

REGISTER OF DEEDS  
BY BEVERLY MCJUNKIN  
DEPUTY REGISTER OF DEEDS

**BK: DOC 673**

**PG: 441-444**

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

Prepared by and return to: Thomas K. McClellan  
PO Box 1530, Asheville, NC 28802

FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
FRENCH BROAD PLACE CONDOMINIUM

This First Amendment to Declaration of Condominium of French Broad Place Condominium is made this 13<sup>th</sup> day of September, 2013 by FRENCH BROAD PLACE CONDOMINIUM OWNERS ASSOCIATION (the "Association"), a North Carolina nonprofit corporation.

RECITALS:

1. On or about June 18, 2009, French Broad Place, LLC executed that Declaration of Condominium of French Broad Place Condominium dated June 18, 2009 (the "Original Declaration"), which Original Declaration is recorded in the Office of the Register of Deeds for Transylvania County, North Carolina in Book 502 at Page 593, creating that condominium located in Transylvania County, North Carolina known as French Broad Place Condominium (the "Condominium").

2. Section 18(c) of the Original Declaration provides for the amendment or rescission of the Original Declaration by a written instrument executed by the Association authorized by the affirmative vote of at least 67% of all units existing at the time of such amendment at a meeting duly held in accordance with the Bylaws of the Association.

3. At a meeting of the unit owners of the Condominium and the members of the Association duly called, noticed and held on September 11, 2013, the amendments to the Original Declaration hereinafter set forth were duly approved by the affirmative vote of unit owners of units to which more than ninety percent (90%) of the votes in the Association are allocated, such unit owners who approved the amendments to the Original Declaration hereinafter set forth also own more than ninety percent (90%) of all units in the Condominium.

NOW, THEREFORE, pursuant to the terms and provisions of Section 18(c) of the Original Declaration, and the provisions of North Carolina General Statutes Section 47-2-117, the terms and provisions of the Original Declaration are hereby modified and amended as follows:

1. Section 10 of the Original Declaration is hereby deleted in its entirety and is replaced with the following:

10. Allocated Interests. The undivided interest in the common elements of the Condominium attributable to each unit in the Condominium is allocated as a percentage, which percentages are set forth in that column titled "Percent share of costs" in Part One of Schedule A attached to this Declaration. Each unit's liability for the common expenses of the Condominium and the Association is allocated as a percentage as set forth in that column titled "Percent share of costs" in Part One of Schedule A attached to this Declaration. Liability for payment of certain expenses applicable to only certain portions of the units are allocated as set forth in those columns titled "Percent share of costs" set forth in Parts Two and Three of Schedule A attached to this Declaration, and as is provided in Part Four of Schedule A attached to this Declaration. The allocation of the undivided interest in the common elements of the Condominium and of the percentage share of the common expense liability of each unit has been determined by a ratio formulated upon the relation that the square footage area of each unit bears to the then aggregate square foot area of all units. Votes in the Association are allocated as follows – one (1) vote is allocated to each Residential Unit in the Condominium and one and one-half (1.5) votes is allocated to each Commercial Unit in the Condominium. In the event the Declarant exercises its right to subdivide Commercial Units into separate smaller units as is hereinabove provided for in Sections 3 and 8 of this Declaration, any newly created Commercial Unit shall be entitled to one and one-half (1.5) votes and the undivided interest in the common elements of the Condominium and the liability for payment of the common expenses of the Association for any such newly created Commercial Unit shall be allocated as provided for in Section 3 of this Declaration.

2. Section 8 of the Original Declaration is hereby deleted in its entirety and is replaced with the following:

8. Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, which shall apply to all of the Property and the Condominium, and which must be exercised within five (5) years of the date of recording of this Declaration (the "Declarant Control Period"):

- (a) the right to complete all improvements shown on the Plans;
- (b) the right to maintain two (2) sales office(s) in the Condominium, one in a Residential Unit and one in a Commercial Unit. Any such sales offices shall be located entirely within a unit – one (1) within a Residential Unit and one (1) within a Commercial Unit. Such sales offices may be relocated by Declarant from time to time;
- (c) the right to maintain two (2) models in the Condominium – one (1) in a Residential Unit and one (1) in a Commercial Unit. Such models may be relocated by Declarant from time to time;
- (d) the right to maintain signs advertising the Condominium on the common elements;

- (e) the right to use easements through the common elements of the Condominium for the purpose of making improvements to the Property;
- (f) the right to appoint or remove any officer or member of the executive board of the Association during the Declarant Control Period, subject to the limitations stated in N.C.G.S. § 47C-3-103(d) and (e); and
- (g) the right to subdivide no more than five (5) commercial units into separate smaller units without the consent or joinder of any other person.

The Declarant shall have the right to partially assign any of the above described Special Declarant Rights hereby reserved by Declarant, while retaining all Special Declarant Rights not so partially assigned. Declarant shall further have the right to partially assign the easement through the common elements of the Condominium for the purpose of making improvements to the Property and the Condominium reserved above, and the easements reserved to Declarant under Section 9 of the Declaration.

3. A new Section 19 is hereby added to the Original Declaration providing as follows:

19. Satellite Dishes. Subject to such rules and regulations as the Association may make regarding size, number and location, satellite dishes shall be permitted to be located on the common elements of the Condominium. Any such satellite dish as may be permissible under the rules and regulations adopted by the Association shall only be located in such location as the Association may, in its sole discretion, determine.

4. A new Section 20 is hereby added to the Original Declaration providing as follows:

20. Right of Entry. The Association, and any person authorized by the Association, may enter any unit or any of the Limited Common Elements in case of any emergency or dangerous condition or situation originating in or threatening that unit or any of the Limited Common Elements or other units. The Association, and any person authorized by the Association, after reasonable notice to a unit owner or occupant, may enter that unit or any of the Limited Common Elements for the purposes of performing any of the Association's powers under the Act, this Declaration or the Bylaws with respect to that or any other unit, any Limited Common Elements, or the Common Elements. The Association shall, to the extent not covered by the unit owners insurance, be responsible for the repair of any damage caused by the Association or its authorized person to the entered unit, and the cost thereof shall be a Common Expense of the Association. All such entries shall be made and done so as to cause as little inconvenience as possible to the unit owner and occupant of the entered unit or any portion of the Limited Common Elements allocated to the unit owner.

In Witness Whereof, the Association has hereunto set its hand and seal the day and year above written.

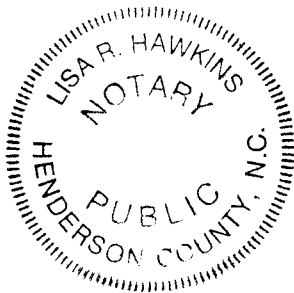
FRENCH BROAD PLACE CONDOMINIUM OWNERS ASSOCIATION

By: *David A. Kozak*  
David A. Kozak, President

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, a Notary Public of said County and State certify that David A. Kozak personally came before me this day and acknowledged that he/she is President of French Broad Place Condominium Owners Association, a corporation, and that he/she, as President, being authorized to do so, executed the foregoing for and on behalf of the corporation.

Witness my hand and official seal, this the 13 day of September, 2013.



*Lisa R. Hawkins*  
NOTARY PUBLIC  
My commission expires: 2/25/2014