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 Buncombe County, NC  
 Drew Reisinger Register of Deeds  
 BK **6170** PG **1406-1408**

**SIXTH AMENDMENT TO DECLARATION OF VILLAGE PARK DEVELOPMENT  
 PLANNED COMMUNITY**

This Sixth Amendment to Declaration of Village Park Development Planned Community (hereinafter "Sixth Amendment") is made as of this 6<sup>th</sup> day of January, 2022, by and between Village Park Development, LLC, a North Carolina limited liability company (hereinafter called "Developer"), and the Village Park Development Association, INC., a North Carolina non-profit corporation (hereinafter "Association"), on behalf of the Majority of Owners of Residential Units, as defined in the Declaration of Village Park Development Planned Community recorded in Buncombe County Book 4152 at Page 1980 (hereinafter called "Declaration").

Whereas, the First Amendment of the Declaration is recorded in Buncombe County Book 4176 at Page 1553, the Second Amendment of the Declaration is recorded in Buncombe County Book 4588 at Page 1021, the Third Amendment of the Declaration is recorded in Buncombe County Book 4771 at Page 1656, the Fourth Amendment of the Declaration is recorded in Buncombe County Book 5292 at Page 511, the Fifth Amendment of the Declaration is recorded in Buncombe County Book 5640 at Page 1042, said Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment, collectively are hereinafter called the "Original Declaration"; and

Whereas, Developer, together with McClinton, executed the Original Declaration; and

Whereas, Association further desires to amend the Original Declaration as set forth herein; and

Whereas, the Association, after a vote of sixty seven percent (67%) of Owners of Residential Unit to approve the terms and provisions contained in this Sixth Amendment, are authorized to amend the Original Declaration as set forth herein.

Now, therefore, in consideration of the foregoing, it is agreed as follows:

return to:

✓ Frank T. DiPalma  
 36 Village Pointe Lane  
 Asheville, NC 28803

1. The Original Declaration, as amended hereby, constitutes the "Declaration" except as otherwise set forth herein. All provisions of the Original Declaration remain in full force and effect without modification.

2. Paragraph "aa. 'Expense elements' as described in the Fifth Amendment to Declaration of Village Park Development Planned Community is deleted in its entirety and following substituted in lieu thereof:

"aa. 'Expense elements' – Those portions of the Common elements which require, from time to time, expenditures to be made pursuant hereto. The Expense elements include (i) the Development's Entrance, (ii) the Development's green areas and parks and improvements or structures located on land portions of the Common elements, which are intended to be of general benefit and usage by all Owners, (iii) the entrance road and any other roads within the Development that are intended to be of general benefit and usage by all Owners, (iv) the portion of the roads serving and intended to benefit only Residential Units, (v) the park areas within the Development serving and intended to benefit only Residential Units, (vi) the green areas (lawns, shrubs, parks and yards) of the Residential Units, other than those of the Subdivision Lot Owners who have elected to not have their green areas maintained by the Association, (vii) any improvements or structures owned by the Association serving and intended to benefit only the TwinPlex Units as defined in Section 1, Paragraph ccc, (viii) the exterior portions of the TwinPlex Units, as defined in Section 1, Paragraph ccc. including exterior surfaces of siding, trim, and front porch and deck support posts, exterior surfaces of the windows and skylights, (including framing and screening but excluding glass breakage and routine cleaning, all of which the TwinPlex Owner is responsible for), exterior surfaces of the front door and garage door (including framing), garage soffit lighting and fixtures and bulbs, main floor deck (including deck railing and flooring not within the drip line), crawl space vents and access doors, downspout, gutters, etc., (ix) the portion of the roads in the Development serving and intended to benefit only the Commercial Units, (x) the green areas (lawns, shrubs, parks and yards) of the Commercial Units, other than the Entrance, (xi) the parking areas serving and intended to generally serve and benefit all the Commercial Units and (xii) the portion of the roads and any park areas serving and intended to benefit only Subdivision Lots."

For clarification, all maintenance and repair of the roof of a Twinplex Unit shall not be an Expense element and the responsibility for the maintenance and repair of such roofs, and the costs associated therewith, shall be the responsibility of each owner of a Twinplex Unit for whom that particular roof benefits.

3. Article IX Amendment as described in the Declaration of Village Park Development Planned Community is deleted in its entirety and following substituted in lieu thereof:

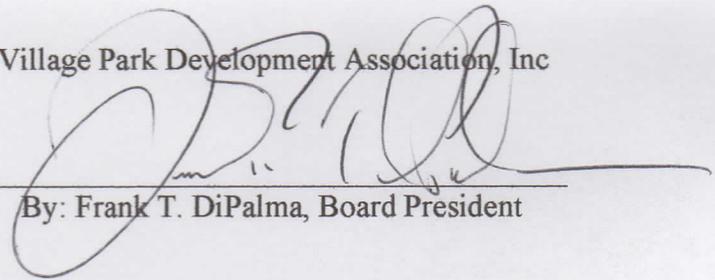
These Bylaws may be amended only by affirmative vote or written agreement signed by owners of lots to which at least sixty-seven percent (67%) of votes in the Association are allocated. No amendment hereof shall occur without notice of the proposed amendment being provided in the notice of the meeting. No amendment hereof, which could reasonably affect the Residential or

Commercial Unit, may be adopted without the affirmative vote of sixty-seven percent (67%) of that type Unit.

- 4. "Village Park Subdivision" plat recorded in Buncombe County Plat Book 100 at page 160 recorded 12/13/2005, indicates a "Right of Way" at the entrance of sixty-nine-feet (69') just off Hwy 74A and narrows to a forty-five-foot (45') width for the street subsequently constructed, named, and known, as Village Pointe Lane. The right-of-way to Village Pointe Lane from the "Entrance" (item 1z.) to the "Gate", is amended to include Landscape Easement specifications as detailed in the survey entitled "New Landscape Easement over the Property of Raymond McClinton" recorded in Buncombe County Plat Book 223 at page 102 and a separate easement agreement.

Witness Whereof the Association, executed the foregoing in the ordinary course of business, and the Association caused the due execution of the foregoing by its duly authorized corporate officers, as of the day and year above written.

Village Park Development Association, Inc

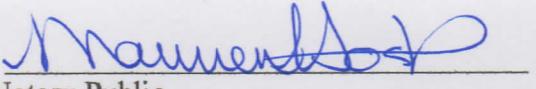


By: Frank T. DiPalma, Board President

State of North Carolina County of Buncombe

I, a Notary of the Public of said State and County hereby certify that Frank T. DiPalma personally appeared before me on this 6<sup>th</sup> day of January 2022 and acknowledged the due execution of the foregoing instrument in his capacity as President of Village Park Development Association, Inc. a North Carolina nonprofit corporation.

My Commission Expires: Feb 2, 2024



Notary Public  
Print name: Maureen A. Foster

MAUREEN A FOSTER  
NOTARY PUBLIC  
Buncombe County  
North Carolina  
My Commission Expires February 2, 2024

affix notary seal