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NINTH AMENDMENT TO DECLARATION OF VILLAGE PARK DEVELOPMENT

PLANNED COMMUNITY

This Ninth Amendment to Declaration of Village Park Development Planned Community (hereinafter "Ninth Amendment") is made as of this _____ day of _____, 202_ by the Village Park Development Association, Inc., a North Carolina non-profit corporation. (hereinafter "Association"), on behalf of the 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 the "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, the Sixth Amendment of the Declaration is recorded in Buncombe County Book 6170 at Page 1406, the Seventh Amendment of the Declaration is recorded in Buncombe County Book 6287 at Page 1303, the Eighth Amendment of the Declaration is recorded in Buncombe County Book 6517 at Page 1052, said Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth Amendment are hereafter collectively called the "Amended Declaration"; and

Whereas, the Developer, together with McClinton, acting for and as the Association executed the Declaration and the First, Second, Third, Fourth, and Fifth Amendments; and thereafter, the Association has executed the Sixth, Seventh, and Eighth Amendments (the Developer and McClinton having released control of the Association as evidenced by an instrument entitled "Relinquishment of Declarant Control" dated December 21, 2021, recorded in Buncombe County Book 6167 at Page 230; and

Whereas, the Association further desires to amend the Amended Declaration as set forth herein to clarify, modify, and update the obligations of the Owners of Homes and Subdivision Lots within the Association with respect to the maintenance, repair, and restoration of their properties and with respect to the obligations to insure such properties against hazard or casualty loss; and

Whereas, the Association, after a vote by sixty-seven percent (67%) of the Owners of the Residential Units, to approve the terms and provisions of this Ninth Amendment, is authorized to amend the Amended Declaration as set forth herein.

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

1. The Amended Declaration, as amended by this Ninth Amendment, shall together with the Declaration and all prior amendments constitute the Amended Declaration." All other provisions of the Amended Declaration not hereby changed shall remain in full force and effect without modification.

2. This Ninth Amendment replaces certain provisions in the original Declaration as further amended by the Fourth Amendment relating to the obligations of Owners to maintain, repair, restore, and insure their properties. These provisions are found in "Section 4. General Provisions of the Amended Declaration, at subparagraph (u.)," and in "Section 10. Bylaws of the Amended Declaration, at Article VI. Section 8.

3. The Association hereby deletes paragraph "u" of Section 4 of the Amended Declaration as set forth in the Fourth Amendment in its entirety and the following is substituted in its place as Section 4. (u) of the Amended Declaration:

"u. That:

(i) All Owners are responsible to keep their Homes and Subdivision Lots in sightly condition and in reasonably good repair, maintenance and replacement, except for those obligations specifically undertaken herein by the Association. All Owners must promptly secure their property to a safe and secure condition and restore any damaged improvements in accordance with the design criteria of the Architectural Review Committee, Association Guidelines, and other reasonable regulations established by the Association from time to time in connection therewith.

(ii) The Association shall from time to time create, update, maintain in writing, and publish on the Association's website, Insurance Guidelines applicable to all Owners of Homes and Subdivision Lots. These Insurance

Guidelines may specify the type of coverage required, allowable deductibles, and similar provisions.

(iii) Owners of Homes and Subdivision Lots shall maintain sufficient hazard insurance to restore their property if damaged or destroyed by fire or other casualty events in accordance with the Association's Insurance Guidelines. The failure by an Owner of a Home or of a Subdivision Lot to keep such insurance in force shall not relieve such Owner from the responsibility promptly to repair, maintain, and replace damaged or destroyed improvements on the Owner's property and to return the property to a safe and sightly condition.

(iv) The Owners of Twinplex Units shall cause a certificate of such insurance as currently in effect to be delivered to the Association. Further, the Owner of a Twinplex Unit shall cause the Association to be named as an interested party on the hazard insurance policy, in accord with the Insurance Guidelines. The failure of a Twinplex Owner to maintain hazard insurance that conforms to these requirements and the Insurance Guidelines, or to deliver a current certificate of such insurance coverage to the Association, shall be a material breach of the Amended Declaration.

(v) A Twinplex Owner shall cause its Twinplex to be promptly restored to its pre-casualty condition in the event of damage thereto or destruction thereof by fire or other casualty, with the Association coordinating and controlling the restoration or replacement of the Twinplex common expense elements, and the Owner causing the balance of the Twinplex to be properly restored. The Association and the Twinplex Unit Owner shall reasonably cooperate in furtherance of the matters set forth in this subsection, and all insurance proceeds arising from such damage or destruction shall be used in furtherance thereof.

4. The Association hereby deletes Section 10 of the Amended Declaration, Bylaws Article VI Section 8 in its entirety, as set forth in the Fourth Amendment, and the following is substituted in its place, as Section 8 of Article VI Bylaws, Section 10 of the Declaration:

"Section 8: In order to fulfill the obligation to maintain, repair and replace the improvements on their properties, the Owners of Homes and Subdivision Lots shall maintain at all times Hazard insurance on their properties as specified in

the Insurance Guidelines as published on the Association's website. Twinplex Owners shall cause the Association to be named on such policies as an interested party. All Twinplex Owners must, as required by the Declaration, provide the Association evidence of the insurance being in effect at all times."

All Owners' individual policies must contain waivers of subrogation; and the liability of the carrier issuing insurance obtained by the Board must not be affected or diminished by reason of any such additional insurance carried by any Owner.

In 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 DiPalma

Board Chairman and President

NOTARY CERTIFICATE

State of North Carolina – Buncombe County

1. A Notary Public of the County and State aforesaid, certify that _____ personally known to me or having presented valid photo identification, personally appeared before me on this ____day of _____, 202__, as President of the Village Park Development Association Inc., a North Carolina nonprofit corporation and acknowledged, by authority duly vested, the due execution of the foregoing instrument as an act and deed of said entity.

My Commission Expires: _____ _____

Notary Public

Print Name:_____

(affix notary seal)

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