EIGHTH AMENDMENT TO DECLARATION OF VILLAGE PARK DEVELOPMENT

PLANNED COMMUNITY

This Eighth Amendment to Declaration of Village Park Development Planned Community (hereinafter "Eighth Amendment") is made as of this _____ day of August, 2025 by 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, 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, said Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment collectively are hereinafter called the "Original Declaration"; and

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

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

Whereas, the Association, acting by its Board of Directors, seeks to clarify the wording of a provision as contained in the Seventh Amendment to conform with North Carolina law, and is authorized to amend the Original Declaration as set forth herein.

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

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

2. Paragraph 5 as described in the Seventh Amendment as described in the Declaration of Village Park Development Planned Community is deleted in its entirety and following substituted in lieu thereof:

“ 5. The Association shall establish, update, publish on the Association website, and ensure collection of a reasonable one-time "Administrative Fee" when a Subdivision Lot (improved or unimproved) or a Twinplex Unit changes ownership (a "Transfer"). This Administrative Fee covers updating the Association’s records, issuing required governing documents, responding to seller and buyer inquiries, and ensuring the seller’s account is settled before the Transfer is made. Members of the HOA shall provide for payment of the Administrative Fee, as negotiated between buyer and seller in the sales contract, at the time the Transfer closes.”

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

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 August 2025, 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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