

Prepared by and return to: Hope Derby Carmichael, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO MASTER
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SKYBROOK

COUNTY OF CABARRUS/MECKLENBURG

THIS AMENDMENT to the Master Declaration of Covenants, Conditions and Restrictions of Skybrook is made this ____ day of _____, 2019, by not less than seventy-five percent (75%) of the members of the Skybrook Homeowners Association, Inc. (“Association”).

WITNESSETH:

WHEREAS, MVC, LLC (“Declarant”), a North Carolina limited liability company, was the owner of certain real property located in Cabarrus and Mecklenburg Counties, upon which the residential community more commonly known as Skybrook was developed; and

WHEREAS, in conjunction with the development of Skybrook, Declarant entered into a Land Development and Purchase Agreement dated April 26, 1999, related to the development of a golf course and related facilities within Skybrook, and recorded a Declaration of Restrictions, Covenants and Easements in Book 2562, Page 231 of the Cabarrus County Registry and in Book 10530, Page 272 of the Mecklenburg County Registry which subjected Skybrook to certain restrictions, covenants and easements in favor of the Golf Course Property, and subjected the Golf Course Property to certain easements benefitting Skybrook, which Declaration was thereafter amended and supplemented; and

WHEREAS, Declarant intended that the Golf Course Property would be, and the Golf Course Property is, an integral part of Skybrook; and

WHEREAS, Declarant recorded a Master Declaration of Covenants, Conditions and Restrictions of Skybrook in Book 2672, Page 119 of the Cabarrus County Registry and in Book 10806, Page 711 of the Mecklenburg County Registry; and

WHEREAS, on February 3, 2000, REES 34, L.L.C., the owner of the Golf Course Property at that time, recorded a Restrictive Covenant in Book 2782, Page 263 of the Cabarrus County Registry and in Book 11067, Page 326 of the Mecklenburg County Registry, which Restrictive Covenant provided that for fifteen (15) years following the date of recording, the Golf Course Property could be used only for the operation of a golf course facility, and related amenities such as a clubhouse, pro shop, and driving range; and

WHEREAS, by virtue of that deed recorded in Book 13441, Page 154 of the Cabarrus County Registry and in Book 33396, Page 860 of the Mecklenburg County Registry, Skybrook Golf, LLC (“SGLLC”) acquired the Golf Course Property; and

WHEREAS, property values of owners within Skybrook are affected by the viability and appearance of the Golf Course Property, which in an intrinsic part of the Skybrook community; and

WHEREAS, in recognition of the benefit that continued maintenance and operation of the Golf Course Property provides to owners of lots within Skybrook, including, but not limited to protection of property values, the members of the Association and SGLLC desire to amend the Master Declaration to provide for an amenity assessment, subject to certain conditions described herein, and further benefits and conditions as stated in that certain Joint Use and Cost Sharing Agreement entered into by and between Skybrook Homeowners Association, Inc., a North Carolina non-profit corporation, and Skybrook Golf, LLC, a memorandum of which shall be recorded contemporaneously with this Amendment; and

WHEREAS, Article VIII, Section 4 of the Master Declaration provides that the Master Declaration may be amended by not less than seventy-five percent (75%) of the members of the Association;

WHEREAS, SGLLC and not less than seventy-five percent (75%) of the members of the Association desire that the Master Declaration be amended as set forth below;

NOW, THEREFORE, the undersigned do hereby declare as follows:

I. The Board of Directors is authorized to enter into that Joint Use and Cost Sharing Agreement which is attached hereto as **Exhibit A** and incorporated herein by reference.

II. The Board of Directors is authorized to enter into that Right of First Refusal Agreement which is attached hereto as **Exhibit B** and incorporated herein by reference.

III. As used herein the term “Skybrook Golf Club” or “Club” shall generally refer to the Golf Course Property and the amenities and facilities located thereon.

IV. The Master Declaration is amended as follows:

A. Article V, Section 6 of the Master Declaration entitled “Covenant for Assessment” is amended by adding sub-section (d):

- (a) annual assessments or charges;
- (b) special assessments for capital improvements and/or other purposes;
- (c) individual special assessments levied against individual owners to reimburse the Association for extra costs for maintenance or repairs as set out in Article V, Section 12 of this Master Declaration; and
- (d) capital assessment.

The remainder of Article V, Section 6 remains unchanged.

B. The first sentence of Article V, Section 7 of the Master Declaration is amended by adding the following bold, underlined language:

The assessments levied by the Association pursuant to Article V, Section 6, subsections (a) to (c) above shall be used exclusively for the purpose of promoting the beautification of SKYBROOK, the recreation, health, safety and welfare of the owners in SKYBROOK, the enforcement of this Master Declaration, any Supplementary Declaration, and the rules of the Association, and, in particular, the improvement and maintenance of the services and facilities of the Common Area, Limited Common Area, Landscape Easements, and Maintenance Easements. **The capital assessments shall be used for capital projects or maintenance of the grounds of Skybrook Golf Club. A “capital project” is a project that helps maintain or improve the Golf Course Property in the form of expansion, renovation, or replacement of an existing facility. The phrase “maintenance of the grounds” means irrigation, mowing, edging, planting, fertilizing and other landscaping associated with any portion of the Golf Course Property, including the greens.**

C. The Master Declaration shall be amended by adding a new Article V, Section 19 entitled “Capital Assessment”, as follows:

Section 19. Capital Assessment. The Board of Directors of the Association is authorized to impose an annual capital assessment to provide for capital improvements to, and maintenance of the grounds of, the Skybrook Golf Club. The maximum capital assessment shall be \$170.00 per year for lots that are adjacent to any Golf Club Property, and \$120.00 per year for all other lots.

- D. The Master Declaration shall be amended by adding a new Article X entitled “Club Membership”, as follows:

Section 1. Rights of Use. Every owner shall be considered a Community Member of the Skybrook Golf Club, and, subject to the rules and regulations set forth by the Golf Club Owner, shall be entitled to:

- (a) full access to Clubhouse and use of Clubhouse dining facilities;
- (b) Fifty percent (50%) reduction in rental rate for any Clubhouse facilities below the rate such rental is offered to the general public;
- (c) Five percent (5%) discount on daily fee golf usage below the public rate;
- (d) Five percent (5%) discount on monthly/annual Golf Course memberships below the public rate;
- (e) Five percent (5%) discount on golf shop merchandise;
- (f) Five percent (5%) discount for food purchases in the clubhouse *does not include alcohol; and
- (g) 14 day advance tee time privileges for daily fee golf play.

5. Except as amended hereinabove, the remaining portions of the Master Declaration shall remain unchanged and in full effect. This amendment shall be effective from the date of its recording in the Cabarrus and Mecklenburg County Registries.

WHEREFORE, the President of the Association has hereunto affixed the corporate certification for the purpose of enacting the foregoing amendment.

[Certification Page Follows]

**CERTIFICATION OF VALIDITY OF AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SKYBROOK**

By authority of the Board of Directors, the undersigned hereby certifies that the foregoing instrument has been duly approved, in writing, not less than seventy-five percent (75%) of the members of the Skybrook Homeowners Association, Inc. and is, therefore, a valid amendment to the existing Master Declaration of Covenants, Conditions and Restrictions of Skybrook.

SKYBROOK
HOMEOWNERS ASSOCIATION, INC.

By: _____
President

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that he/she is President of the Skybrook Homeowners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, he/she executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this _____ day of _____, 2019.

Notary Public

Printed Name

My commission expires: _____