

B27759 - P907

FOR REGISTRATION  
J. David Granberry  
REGISTER OF DEEDS  
Mecklenburg County, NC  
2012 OCT 23 01:52:12 PM  
BK:27759 PG:907-917  
FEE:\$26.00  
INSTRUMENT # 2012149769

PHETSL



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

SECOND AMENDMENT TO DECLARATION  
OF  
BLAKENEY PROFESSIONAL CONDOMINIUM XVIII

THIS SECOND AMENDMENT TO DECLARATION OF BLAKENEY PROFESSION  
CONDOMINIUM XVIII (the Second Amendment) is made and entered into this 33rd day of  
October, 2012 by:

RL BB-NC BOL 18, LLC, a North Carolina limited liability company (herein "RL");

Blakeney Medical, LLC, a North Carolina limited liability company (herein "Blakeney  
Medical");

332 Lillington Ave, LLC, a North Carolina limited liability company (herein  
"Lillington");

Oweida and Christian Holdings, LLC, a North Carolina limited liability company (herein  
"Oweida");

Blakeney Heroes, LLC, a North Carolina limited liability company (herein "Heroes");  
and

Blakeney Professional Condominium XVIII, Inc., a North Carolina not-for-profit  
corporation (herein "Association").

WITNESSETH:

WHEREAS, that certain Declaration of Blakeney Professional Condominium XVIII (the  
"Condominium") was recorded in Book 23491, Page 1, and amended by the First Amendment

prepared by + return to:  
William H. Cannon PA  
1900 Abbott St. # 102  
Charlotte NC 28203

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recorded in Book 24226, Page 675 in the Mecklenburg County Public Registry (the "Declaration"); and

WHEREAS, the Plans of the Condominium were recorded in Unit Ownership File 896 in the Mecklenburg County Public Registry ("Plans"); and

WHEREAS, Articles of Incorporation of the Association have been filed with the Secretary of State of North Carolina; and

WHEREAS, the parties named above own all of the Units in the Condominium, as follows:

RL is the owner of Units 201, 202, 203, 300, 301 and 302 (source deed Book 27759, Page 725);

Blakeney is the owner of Unit 100 (source deed Book 23978, Page 282);

Lillington is the owner of Unit 101 (source deed Book 23530, Page 181);

Oweida is the owner of Unit 102 (source deed Book 24714, Page 758);

Heroes is the owner of Unit 200 (source deed Book 24257, Page 371); and

WHEREAS, RL has entered into a contract for the sale of Units 300, 301 and 302 with OMS Real Estate Ventures, a North Carolina general partnership, on the condition that Units 300, 301 and 302, all of the present Units on the third floor of the Condominium building, be combined into a single Unit having the same ownership percentage of the common elements as are now allocated to the three third floor units, and that the hallway that is a limited common element on the third floor providing access to the Units as shown on the Plans, be eliminated; and that the purchaser shall be entitled to build, at its own expense, an elevator connected to the condominium building and serving only the third floor as a limited common element to be added to the Condominium; and.

WHEREAS, the elevator will cover some windows of Units 102, 201 and 300, as herein configured; and

WHEREAS, the above owners and the Association are willing to consent to the above, and to amend the Declaration to permit the same, and have entered into this Second Amendment to allow the changes as set out more particularly herein.

NOW THEREFORE, for adequate consideration received by each, the parties do hereby amend the Declaration and agree as follows:

1. This Amendment shall be delivered and recorded only in the event, and immediately prior to the closing of the purchase of Unit 300, as hereby reconfigured, by OMS Real Estate Ventures, or its assigns. The appearance of this Second Amendment, duly recorded, shall for all purposes be deemed that this Amendment has been executed and delivered, and that it is in full force and effect. In the event no such closing

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shall occur, then this Amendment shall not be recorded and this Agreement shall terminate in its entirety and have no further force and effect.

2. RL, Blakeney Medical, Oweida, Lillington and Heroes, as co-tenants of an undivided interest in the Common Elements of the Condominium, hereby give, grant bargain and release unto RL, for the purposes hereof, all of their right, title and interest in and to the hallway, shown as a COMMON AREA on page 3 (Third Floor) of the Plans to the extent necessary to effectuate the Agreement. For purposes hereof, said conveyance does not include any floor area which is an entrance for a stairwell, which remains a limited Common Area. For clarity, the areas conveyed hereby are those areas designated as COMMON AREA on the third floor shown on Page 3 of the Plans that do not appear as Common Area on the amended Plans for the third floor filed in connection with this Second Amendment.

3. RL, as successor by specific assignment to the Declarant of the Condominium, hereby reserves, and to the extent necessary, is hereby granted, the following Special Declarant Rights:

A. The right to permit the construction of an elevator to serve only the third floor of the Condominium, at the sole cost and expense of the owner of the newly configured Unit 300, which, when completed, will become a limited Common Area of the Condominium for the sole use of the owner of Unit 300, and which will be maintained by and at the expense of such owner. The right will be subject to the approval of all the entities having jurisdiction in the matter, including, without limitation, the Association. By execution hereof, the Association agrees to the construction of the elevator and the closing of the windows, in concept, but retains the right of approval as otherwise provided in the Declaration.

B. The right to file, without joinder or consent of any other party, such additional Amendments to the Declaration and Plans as are necessary to properly document the addition of the elevator referenced in A. above after it has been constructed. All costs of the preparation and filing of such documents will be charged to the owner of Unit 300.

C. Such other rights as are necessary to properly complete the approvals, construction, supervision, completion of and documentation for the elevator, and to charge the owner of Unit 300 the costs thereof.

D. The exercise of the Declarant Rights provided herein shall be completed within eight calendar months after the date of the recording hereof and shall affect the ground area lying immediately to the northwest of Unit 102 depicted in Exhibit B, with its shaft footprint covering not more than 115 square feet of ground space.

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4. Units 300, 301 and 302, as shown on Page 3 of the Plans are hereby reconfigured to eliminate the area shown as COMMON AREA on the third floor of the Condominium as a common area, eliminate the indicated interior boundaries of said Units and reconfigure the space resulting in a single unit to be designated Unit 300 as shown on the Plans filed herewith that appear in Unit File 896, Page 7 with such common areas as are shown thereon.
5. The allocation of ownership interest in the common areas and the percentage of common area expenses shall be allocated as shown on Exhibit A attached hereto and incorporated herein by reference. The attached Exhibit A replaces all previous allocated interests.
6. A window in each of Units 102, 201 and 300 will be eliminated by the elevator and the owners of said Units consent thereto.
7. The elevator will be a limited common element for the exclusive use of the owner of Unit 300. That owner shall be responsible to pay all costs of upkeep, maintenance, repair and replacement of the elevator and walks leading exclusively to it. To the extent necessary, any assessment for the maintenance, repair or replacement of this limited common element will be assessed to the owner of Unit 300 as created by this Second Amendment. Any additional expense to the Association for hazard or public liability insurance as the result of the elevator shall be a surcharge to its common area expenses for the owner of Unit 300 if the costs thereof can be separately determined.
8. The Declaration, as hereby Amended, and the Plans, are hereby ratified by the parties hereto and shall remain in full force and effect.

All capitalized terms not otherwise defined in this Second Amendment shall have the same meanings as set forth in the Declaration.

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, RL, Blakeney Medical, Oweida, Lillington, Heroes and the Association have caused this Second Amendment to be executed by their respective duly authorized representatives, as of the day, month and year first above written.

RL BB-NC BOL 18, LLC, a North Carolina limited liability company

BY: RL BB Financial, LLC, a Florida limited liability company, its sole Member

By: Rialto Capital Advisors, LLC, a Delaware limited liability company, its Attorney-in-Fact

By: [Signature]  
Mark King, Authorized Signatory

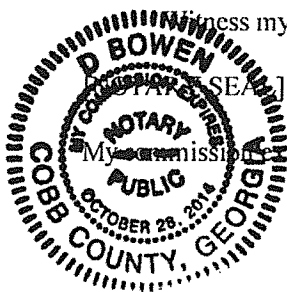
By: [Signature]  
Michael Guynn, Authorized Signatory

STATE OF GEORGIA

COUNTY OF ~~FULTON~~ Cobb

I, D. Bowen a Notary Public of the County and State aforesaid, certify that Mark King and Michael Guynn, personally came before me this day and acknowledged that they are Authorized Signatories of Rialto Capital Advisors, a Delaware limited liability company, Attorney-in-Fact of RL BB Financial, LLC, a Florida limited liability company, and that they, being so authorized to do so, executed the foregoing instrument on behalf of RL BB Financial, LLC, acting as sole Member of RL BB-NC BOL 18, LLC, a North Carolina limited liability company.

In witness my hand and official seal, this 10<sup>th</sup> day of Sept, 2012.



[Signature]  
Notary Public

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGES]

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BLAKENEY MEDICAL, LLC,  
a North Carolina limited liability company

By: 

Name: Mark Vasallo

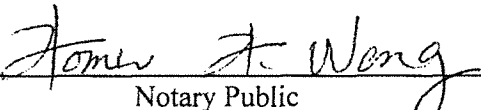
Title: Manager

*California*  
STATE OF NORTH CAROLINA  
*San Diego*  
COUNTY OF MECKLENBURG

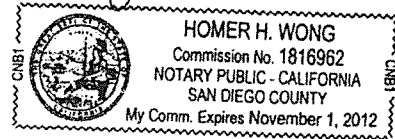
I, HOMER H. WONG a Notary Public of the County and State aforesaid, certify that Mark Vasallo personally came before me this day and acknowledged that he is Manager of BLAKENEY MEDICAL, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this 30<sup>th</sup> day of Aug., 2012.

[NOTARY SEAL]

  
Notary Public

My commission expires: NOV. 1<sup>st</sup> 2012



[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGES]

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332 LILLINGTON AVENUE, LLC, a North Carolina limited liability company

By: [Signature]  
Name: Alireza Nami  
Title: Member/Manager

By: [Signature]  
Name: Lilit Nami  
Title: Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, SHEILA T. BURLEY a Notary Public of the County and State aforesaid, certify that Alireza Nami, Member/Manager personally came before me this day and acknowledged that s/he is Member/Manager of 332 LILLINGTON AVENUE, LLC, a North Carolina limited liability company, and that s/he, as Member/Manager, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this 4th day of September, 2012.



[Signature]  
Notary Public

Expires: July 22, 2017

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGES]

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OWEIDA AND CHRISTIAN HOLDINGS, LLC, a North Carolina limited liability company

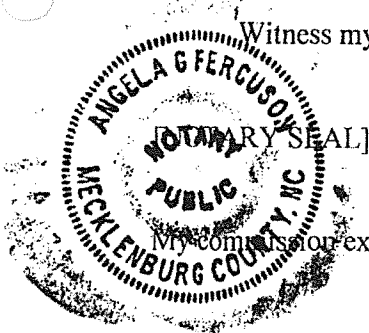
By: [Signature]  
Name: Sami J. Oweida  
Title: President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Angela G. Ferguson a Notary Public of the County and State aforesaid, certify that Sami J. Oweida personally came before me this day and acknowledged that he is President of OWEIDA AND CHRISTIAN HOLDINGS, LLC, a North Carolina limited liability company, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this 31<sup>st</sup> day of August, 2012.



Angela G. Ferguson  
Notary Public

My commission expires: August 7, 2013

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGES]



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BLAKENEY HEROES, LLC, a North Carolina limited liability company

By: [Signature]  
Name: Jonathan B. Feather  
Title: Managing Member

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

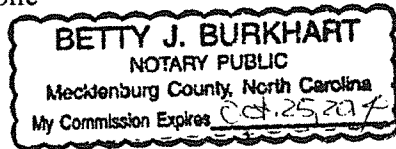
I, Betty J. Burkhart a Notary Public of the County and State aforesaid, certify that Jonathan B. Feather personally came before me this day and acknowledged that he is Managing Member of BLAKENEY HEROES, LLC, a North Carolina limited liability company, and that he, as Managing Member, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this 5<sup>th</sup> day of September, 2012.

[NOTARY SEAL]

Betty J. Burkhart  
Notary Public

My commission expires: October 25, 2014



[SIGNATURE AND ACKNOWLEDGEMENT CONTINUE ON FOLLOWING PAGES]

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BLAKENEY PROFESSIONAL  
CONDOMINIUM XVIII ASSOCIATION,  
INC., a North Carolina non-profit  
corporation

By: *James E. Merrifield*  
Name: James E. Merrifield  
Title: ~~President~~ President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

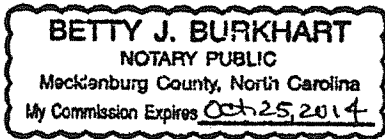
I, *Betty J. Burkhart* a Notary Public of the County and State aforesaid,  
certify that James E. Merrifield, personally came before me this day and acknowledged that he is  
~~the~~ President of BLAKENEY PROFESSIONAL CONDOMINIUM XVIII ASSOCIATION,  
INC., a North Carolina non-profit corporation, being authorized to do so, executed the foregoing  
instrument on behalf of the corporation.

Witness my hand and official seal, this *4th* day of *September*, 2012.

[NOTARY SEAL]

*Betty J. Burkhart*  
Notary Public

My commission expires: *October 25, 2014*



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EXHIBIT A

<u>UNIT</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE INTEREST</u>
100	6,862	19.1%
101	2,225	6.2%
102	2,921	8.1%
200	2,940	8.1%
201	3,501	9.7%
202	3,444	9.6%
203	2,123	5.9%
300	12,008	33.3%