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MACON CO. NC FEE \$20.00
PRESENTED & RECORDED

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TODD RABY
REGISTER OF DEEDS
BY TODD RABY
REGISTER

BK: CRP H-34

PG: 1727-1729

AMENDMENT TO THE DECLARATION

of

RESTRICTIVE COVENANTS

for

SHELBY PLACE

THIS AMENDMENT TO THE DECLARATION of RESTRICTIVE COVENANTS of SHELBY PLACE made this the 5th day of May, 2011, by SHELBY PLACE ASSOCIATION, INC. (ASSOCIATION), a North Carolina non-profit corporation, and SHELBY PLACE, LTD. (DECLARANT), a North Carolina corporation,

WITNESSETH:

THAT, WHEREAS, by Declaration of Restrictive Covenants for Shelby Place (DECLARATION) recorded in Book O-14, Page 10, Macon County Registry, to which reference is specifically made, DECLARANT subjected certain real property, as described in DECLARATION, to the DECLARATION; and

WHEREAS, DECLARATION has been amended twice, once by an instrument recorded in Book V - 14, Page 69, and second by instrument recorded in Book L-31, Page 2552, both Macon County Registry, (AMENDMENTS) to which reference is specifically made; and

WHEREAS, Article XII, of DECLARATION provides for the manner of amendment of DECLARATION, and both the Members of ASSOCIATION by way of affirmative vote of more than a majority thereof and DECLARANT desire to amend DECLARATION as hereinafter set forth,

NOW THEREFORE, for and in consideration of the above, DECLARATION and AMENDMENTS are amended in the following particulars, to wit:

A.

Article I, DEFINITIONS, Paragraph I. "Lot" is hereby deleted in its entirety and the following Paragraph I. "Lot and Half-Lot" is hereby substituted in lieu thereof:

- I. "Lot and Half-Lot" mean as follows: "Lot" means any numbered lot designated on the recorded plat(s) of "Shelby Place" in the Registry of Deeds of Macon County; and "Half-Lot" means any one-half of a Lot (e.g., one Owner has title to the East 1/2 of a Lot as described in a deed of conveyance to said Owner and another Owner has title to the

West ½ of the same Lot) as said one-half lots are described in the deeds to the Owners or retained by Developer.

B.

Article V, THE ASSOCIATION is hereby amended to add thereto the following additional Paragraph D, Voting.

D. Voting: Each Member shall be entitled to two (2) votes for each Lot for which said Member has been designated and one (1) vote for each Half-Lot for which said Member has been designated.

C.

The first paragraph of Article XII, TERM AND AMENDMENT, is hereby deleted, and the following first paragraph of Article XII is hereby substituted in lieu thereof:

The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2020, A.D., after which time they shall be automatically extended for successive periods of ten (10) years unless the affirmative vote of sixty-seven percent (67%) of the voting members of the Association decides to the contrary.

D.

That there shall be added to the Declaration a new Article XIII, APPLICABILITY OF PLANNED COMMUNITY ACT, to read as follows:

XIII. APPLICABILITY OF PLANNED COMMUNITY ACT

Pursuant to NCGS 47F-1-102(d), the Shelby Place Association, Inc., a North Carolina non-profit corporation (the "Association") and Shelby Place, Ltd., a North Carolina corporation (the "Declarant") hereby elect and declare that the provisions of Chapter 47F of the North Carolina General Statutes (the North Carolina Planned Community Act) shall apply to the Planned Community known as Shelby Place and that all of the property subject to the Shelby Place Planned Community, shall be held, transferred, sold, conveyed, encumbered, used, improved, governed and occupied subject to the provisions of Chapter 47F.

E.

Article II, Paragraph W, Residential Restrictions, as amended by AMENDMENTS, is hereby deleted in its entirety, and the following Paragraph W is hereby substituted in lieu thereof:

W. Maintenance of all residential property shall be the obligation and responsibility of the individual property owner(s).

IN WITNESS WHEREOF, ASSOCIATION and DECLARANT have caused these presents to be

executed by their duly authorized and undersigned officers, all by order of their respective Boards of Directors and/or Members duly given, such as the case may be, the day and year first hereinabove written.

Signed at Highlands, North Carolina, this the 5th day of May, 2011.

SHELBY PLACE ASSOCIATION, INC.
A North Carolina non-profit corporation

By: [Signature] (Seal)
Michael F. Little, President

Signed at Highlands, North Carolina, this the 5th day of May, 2011.

SHELBY PLACE, LTD.
A North Carolina corporation

By: [Signature] (Seal)
Crawford C. Crews, President

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, a Notary Public of Macon County, State of North Carolina, certify that Michael F. Little personally came before me this day and acknowledged that he is the President of SHELBY PLACE ASSOCIATION, INC., a North Carolina non-profit corporation, and that he, as President, being duly authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 5th day of May, 2011.

(SEAL) **MANDY MCDONALD**
NOTARY PUBLIC
Macon County
North Carolina
My Commission Expires May 7, 2012

My commission expires: May 7, 2012

[Signature]
Notary Public
Mandy McDonald
(Printed Name of Notary)

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, a Notary Public of Macon County, State of North Carolina, certify that Crawford C. Crews personally came before me this day and acknowledged that he is the President of SHELBY PLACE, LTD., a North Carolina non-profit corporation, and that he, as President, being duly authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 5th day of May, 2011.

(SEAL) **MANDY MCDONALD**
NOTARY PUBLIC
Macon County
North Carolina
My Commission Expires May 7, 2012

My commission expires: May 7, 2012

[Signature]
Notary Public
Mandy McDonald
(Printed Name of Notary)