

BK: CRP W-36
PG: 2027-2029
RECORDED
08-11-2015
10:56:53 AM
BY: TODD RABY
REGISTER



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MACON COUNTY, NC
TODD RABY
REGISTER OF DEEDS

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SIXTH AMENDMENT TO
RESTRICTIVE COVENANTS FOR SHELBY PLACE

This Sixth Amendment to Restrictive Covenants for Shelby Place (**Sixth Amendment**) is made this 6th day of August, 2015 by Shelby Place Association, Inc., a North Carolina non-profit corporation, also known as Shelby Place Homeowners Association (**Association**).

WITNESSETH:

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, certain real property as described in Declaration was subjected to the terms and conditions set forth therein;

Whereas, Declaration has been amended five times as follows:

1. Amendment dated November 22, 1982, recorded at Book V-16, Page 69, Macon County Registry;
2. Extension dated June 25, 2007, recorded at Book L-31, Page 2552, Macon County Registry;
3. Agreement concerning the rights of certain lots and owners dated September 13, 2010, recorded at Book Y-33, Page 713, Macon County Registry;
4. Amendment dated May 5, 2011, recorded at Book CRP H-34, Page 1727, Macon County Registry; and
5. Fifth Amendment dated May 23, 2013, recorded at Book CRP Y-35, Page 300, Macon County Registry.

WHEREAS, Article XII of **Declaration** provides for the manner of amendment of **Declaration**, subject to the appropriate provisions set forth in the North Carolina Planned

Community Act;

NOW THEREFORE, for and in consideration of the above, the **Declaration** and the above described Amendments to **Declaration** are amended in the following particulars, to wit:

A.

That Article II, Residential Restrictions, Section H, be amended to read as follows:

H. No outside toilets or privies shall be constructed on any lot, provided that nothing here shall be construed to prohibit temporary sanitary facilities during original construction, or rehabilitation of a structure which is not habitable, such temporary facility to be shielded in a manner acceptable to the Environmental Control Committee. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to a septic tank or other form of sewage disposal system approved by the appropriate governmental authority.

B.

That Article II, Residential Restrictions, Section O, be amended to read as follows:

O. No travel trailers, mobile homes, motor homes, relocatable dwelling, tent, lean-to, or other temporary shelter may be placed or erected on any lot nor shall the Owner of any lot permit any overnight camping thereon at any time.

C.

That Article II, Residential Restrictions, Section V, be amended to read as follows.

V. No motorcycles or all-terrain vehicles may be driven upon any of the roads, common areas and/or green space within the subdivision.

D.

That a new Section X be added to Article II, Residential Restrictions, new Section X to read as follows:

X. There shall be no overnight parking of any motor vehicle of any kind on the roads, common areas and/or green space within the subdivision, provided that nothing herein shall be construed to prohibit overnight parking in the parking lot along the side of the Shelby Place Clubhouse.

E.

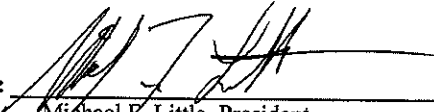
That a new Section Y be added to Article II, Residential Restrictions, new Section Y to read as follows:

Y. All outdoor and landscape lighting must be approved by the Environmental Control Committee prior to installation. The amount of proposed lighting must be modest in scope and contained within the owner's property lines. Lighting should not be directed or aimed in a manner so as to impose upon a neighbor. To assist the Committee, the owner shall provide lighting schedules, locations, wattages and catalog data sheets or photographs of all proposed outdoor lighting for approval. No security type (MHL, HPS) lights and eave mounted flood or spot type lights will be allowed, provided that such lighting existing prior to the adoption of this provision shall be permitted.

IN WITNESS WHEREOF, the Association has caused this Sixth Amendment to be signed and sealed as of the date and year first above written.

SUBMITTED BY ASSOCIATION:

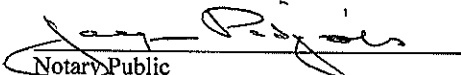
SHELBY PLACE ASSOCIATION, INC.
a North Carolina non-profit corporation

By: 
Michael F. Little, President

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, a notary public of the state and county aforesaid, do hereby certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purposes therein expressed: Michael F. Little, President.

This the 6th day of August, 2015.


Notary Public

SEAL

