

BK 2045 PG 257

REGISTERED

butler.res
Prepared by &
Return to: William J. Trull, Jr., P.A.
P. O. Box 2804, Asheville, N.C. 28802

1998 AUG 31 P 12:04

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

William J. Trull, Jr.
REGISTER OF DEEDS
BUNCOMBE CO. N.C.

**AMENDMENT TO SECTION 8 OF THE
RESTRICTIVE AGREEMENT FOR
BUTLER MOUNTAIN ESTATES**

THIS AMENDMENT TO SECTION 8 OF THE RESTRICTIVE AGREEMENT FOR BUTLER MOUNTAIN ESTATES (herein the "Amendment") is made and entered into as of the last date signed by any of the undersigned Owners of property subject to the Restrictive Agreement.

WITNESSETH:

WHEREAS, a Restrictive Agreement for Butler Mountain Estates was filed in Deed Book 1194 at Page 440, Buncombe County Registry, which provides for certain covenants, conditions, reservations and restrictions for the property located within Butler Mountain Estates; and

WHEREAS, Section 1 of the Restrictive Agreement provides that the provisions may be modified in whole or in part at any time by an instrument signed by at the owners of at least two-thirds (2/3) of the land conveyed in Butler Mountain Estates, provided the owners' interest represents two-thirds (2/3) of the land area or total acreage of Butler Mountain Estates, and that such modification is properly recorded; and

WHEREAS, Section 8 of the Restrictive Agreement provides that the habitable floor space of a single family dwelling, exclusive of basements, porches and garages must be at least 1,100 square feet on the main level of such dwelling; and

WHEREAS, the intent of this Amendment is to add a provision in Section 8 that the habitable floor space of a single family dwelling, exclusive of basements, porches and garages for all levels of such dwelling must be at least eighteen hundred (1,800) square feet.

NOW THEREFORE, in consideration of the premises and for the advantages which each owner of property in Butler Mountain Estates will receive from this Amendment, the undersigned owners and their successors in title, covenant and agree and hereby amend Section 8 of the Restrictive Agreement as follows:

001105

1) AMENDMENT OF SECTION 8. The first sentence of Section 8 of the Restrictive Agreement is hereby rewritten in its entirety as follows:

No structure or building shall be erected, altered, placed, or permitted to remain on any property or tract of land conveyed in Butler Mountain Estates other than one detached

single family dwelling, permanent in nature, the habitable floor space of which, exclusive of basements, porches and garages, must consist of at least eleven hundred (1,100) square feet on the main level of said residence and at least eighteen hundred (1,800) square feet on all levels of said residence.

2) REMAINDER OF RESTRICTIVE AGREEMENT. Except as modified and amended by the first section, above, the remainder of the Restrictive Agreement of Butler Mountain Estates is hereby ratified and confirmed.

3) EXECUTION OF TWO-THIRDS (2/3) OF OWNERS. As required by Section 1 of the Restrictive Agreement, the signatures of the owners on the attached pages constitute ownership of at least two-thirds (2/3) of the ownership of land conveyed in Butler Mountain Estates and/or at least two-thirds (2/3) of the land area or total acreage of Butler Mountain Estates.

IN WITNESS WHEREOF, the parties hereto have caused the due execution of the foregoing Amendment to the Restrictive Agreement of Butler Mountain Estates.

THE SIGNATURES OF OWNERS, AND THE NOTARIZATIONS OF SUCH SIGNATURES, ARE ON THE ATTACHED PAGES.