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Buncombe County, NC
Drew Reinsinger Register of Deeds
BK 4897 Pg 1021-1059

Amendment to Restrictive Agreement

Prepared by & return to: Marc Rudow of Roberts & Stevens, P.A.(Box 39)

This Amendment to Restrictive Agreement is made as of this 6th day of July, 2011, by and between Butler Mountain Estates Property Owners Association, Inc. (the "Association") and all present and future purchasers and owners of property in Butler Mountain Estates (the "Subdivision").

Whereas, the Subdivision is subject to the Restrictive Agreement, as recorded in Buncombe County Deed Book 1194 at page 440 (the "Restrictive Agreement"); and

Whereas, Paragraph 1 of the Restrictive Agreement provides that the Restrictive Agreement may be modified in whole or in part with the consent of the owners of two-thirds of the land subject to the Restrictive Agreement; and

Whereas, Paragraph 4 of the Restrictive Agreement now deals with the Use of Real Property; and

Whereas, the parties hereto desire to amend Paragraph 4 of the Restrictive Agreement to prohibit leases with a term of less than six months, which amendment will not disturb the basic scheme of development.

Now, therefore, in consideration of the foregoing, the Restrictive Agreement is modified as follows:

1. The last sentence of Paragraph 4 of the Restrictive Agreement shall be followed by two sentences that shall read, "For purposes of this paragraph, rental for a term of less than six (6) months shall constitute commercial use or a trade venture, and are a violation of the requirement contained herein that the property shall be used solely for single family residential purposes. Rentals for terms of six (6) months or longer are permitted, provided that there is a written lease agreement, an executed copy of which is provided to the Butler Mountain Estates Property Owners Association for verification of the term of said lease."
2. In the event of any conflict between the provision contained in the Restrictive Agreement and the provisions hereof, the provisions hereof shall control.
3. All portions of the Agreement not addressed or modified by the document shall be unmodified and remain in full force and effect. The provisions hereof shall inure to the benefit of and bind the Association, all owners of any part of the Subdivision and their heirs, successors and assigns.

THE SIGNATURE PAGES OF THOSE SUBDIVISION OWNERS WHO VOTED ON THE ABOVE ISSUE ARE ATTACHED HERETO.

In Witness Whereof, the undersigned has caused the due execution of the foregoing, as of the day and year above written.

COPY

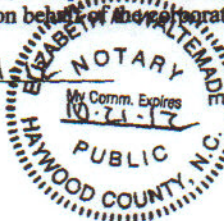
Butler Mountain Estates Property
Owners Association, Inc.

By: Virginia Callaway
President

State of North Carolina – County of Buncombe

I, a Notary Public of said County and State, certify that Virginia Callaway personally came before me this 6th day of July, 2011, and acknowledge that 5 he is the President of Butler Mountain Estates Property Owners Association, Inc., a corporation, and that 5 he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

My commission expires: 10-21-12



Robert R. Walden
Notary Public