

This instrument Prepared by  
William E. Cannon, Jr., Esquire

Return this Instrument to:  
William E. Cannon, Jr., Esquire  
Cannon Law, P.C.  
P.O. Box 207  
Waynesville, NC 28786

**THIRD AMENDMENT TO THE DECLARATION  
OF RESTRICTIVE COVENANTS FOR  
CHISHOLM CHASE ESTATES**

STATE OF NORTH CAROLINA  
COUNTY OF MACON

THIS INDENTURE is entered into the date shown below.

WHEREAS, a Declaration of Restrictive Covenants for Chisholm Chase Estates was recorded on November 5, 2004 in Book Q-28, Page 6 in the Office of the Register of Deeds in Macon County, North Carolina; and

WHEREAS, a First Amendment to the Declaration of Restrictive Covenants for Chisholm Chase Estates was recorded on September 7, 2007 in Book R-31, Page 1184 in the Office of the Register of Deeds in Macon County, North Carolina; and

WHEREAS, on March 26, 2010 a Second Amendment to the Declaration of Restrictive Covenants for Chisholm Chase Estates was recorded in Book CRP P-33, Page 1762 in the Office of the Register of Deeds in Macon County, North Carolina; and

WHEREAS, a duly called and noticed annual meeting of the members of Chisholm Chase Estates Homeowners' Association, Inc. with a quorum present was held on July 29, 2017 and the following resolution was adopted by the unanimous affirmative vote of the owners of lots to which, at least 67% of the votes in the Association:

*RESOLVED, that the Declaration of Restrictive Covenants for Chisholm Chase Estates recorded November 5, 2004 in Book Q-28, Page 6, in the office of the Register of Deeds of Macon County, North Carolina, as previously amended by a First Amendment to the Declaration of Restrictive Covenants for Chisholm Chase Estates recorded September 7, 2007 in Book R-31, Page 1184, in the office of the Register of Deeds of Macon County, North Carolina and a Second Amendment to the Declaration of Restrictive Covenants for Chisholm Chase Estates recorded March 26, 2010 in Book CRP P-33, Page 1762 in the office of the Register of Deeds of Macon County, North Carolina; be amended as follows:*

*By deleting paragraph 17 of the aforesaid Declaration in its entirety and substituting therefor the following:*

*17. The owners of each lot subject to these Declarations shall automatically be a member of the Chisholm Chase Homeowners' Association, Inc., which Association shall have as its primary function the maintenance of the roadways, water systems and security gate(s) within the subdivision. The Association shall have the power to assess lot owners for each lot's pro rata share of the cost of such maintenance, and shall further have the powers, authorities, and responsibilities set forth in the Bylaws of the Association, as they exist, or may hereafter, from time to time, be amended. Each lot shall have one vote in the Association regardless of the number of owners of a lot.*

*By deleting paragraph 18 of the aforesaid Declaration in its entirety and substituting therefor the following:*

*18. Assessments for 2017 shall be in the amount of \$500.00 for each lot with a dwelling located thereon, and \$100.00 for each lot with no dwelling thereon. Future assessments shall be in an amount to be determined by the Board of Directors and approved by the Members of the Association provided that all future assessments shall assess lots with no dwellings thereon in an amount equal to 20% of the assessment for lots with dwellings thereon. All special assessments shall be imposed and calculated so that all lots with no dwelling thereon shall pay 20% of the amount of any special assessment for lots with dwellings thereon.*

*Unpaid assessments shall constitute a lien upon the lots to which the assessments are applicable and may be enforced by any means allowed by law or equity, including, but not limited to all remedies allowed by the North Carolina Planned Community Act.*

*Other than the changes set forth herein, the above described Declaration, shall remain in full force and effect.*

NOW, THEREFORE, in consideration of mutual promises and obligation of each lot owner of record in Chisholm Chase Estates, IT IS HEREBY AGREED the Declarations of Restrictive Covenants for Chisholm Chase Estates are and shall be amended as follows:

1.

By deleting paragraph 17 of the aforesaid Declarations in its entirety, and substituting therefor the following:

*17. The owners of each lot subject to these Declarations shall automatically be a member of the Chisholm Chase Homeowners' Association, Inc., which Association shall have as its primary function the maintenance of the roadways, water systems, and security gate(s) within the subdivision. The Association shall have the power to assess lot owners for each lot's pro rata share of the cost of such maintenance, and shall further have the powers, authorities, and responsibilities set forth in the Bylaws of the Association, as they exist, or may hereafter, from time to time, be amended. Each lot shall have one vote in the Association regardless of the number of owners of a lot.*

By deleting paragraph 18 of the aforesaid Declarations in its entirety, and substituting therefor the following:

*18. Assessments for 2017 shall be in the amount of \$500.00 for each lot with a dwelling located thereon, and \$100.00 for each lot with no dwelling thereon. Future assessments shall be in an amount to be determined by the Board of Directors, and approved by the Members of the Association provided that all future assessments shall assess lots with no dwellings thereon in an amount equal to 20% of the assessment for lots with dwellings thereon. All special assessments shall be imposed and calculated so that all lots with no dwelling thereon shall pay 20% of the amount of any special assessment for lots with dwellings thereon.*

*Unpaid assessments shall constitute a lien upon the lots to which the assessments are applicable, and may be enforced by any means allowed by law or equity, including, but not limited to, all remedies allowed by the North Carolina Planned Community Act.*

Other than the changes set forth herein, the above described Declaration, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as President and Secretary of Chisholm Chase Estates Homeowners' Association, Inc. have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2017.

CHISHOLM CHASE HOMEOWNERS' ASSOCIATION, INC.

By: \_\_\_\_\_ [SEAL]

Ronald Paulin  
President

Attest: \_\_\_\_\_ [SEAL]

Kenneth Harwell  
Secretary

State of North Carolina, Macon County

I, \_\_\_\_\_, a Notary Public for said State and County, do hereby certify that Ronald Paulin personally appeared before me this day, and acknowledged that he is President of Chisholm Chase Homeowners' Association, Inc., a corporation, and that he as President of Chisholm Chase Homeowners' Association, Inc., being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

[NOTARIAL SEAL]

\_\_\_\_\_  
*Official Signature of Notary*

My commission expires: \_\_\_\_\_

State of North Carolina, Macon County

I, \_\_\_\_\_, a Notary Public for said State and County, do hereby certify that Kenneth Harwell personally appeared before me this day, and acknowledged that he/she is Secretary of Chisholm Chase Homeowners' Association, Inc., a corporation, and that he/she as Secretary of Chisholm Chase Homeowners' Association, Inc., being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

[NOTARIAL SEAL]

\_\_\_\_\_  
*Official Signature of Notary*  
My commission expires: \_\_\_\_\_