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 Fee Amt: \$26.00 Page 1 of 2
 Jackson County, NC
 Joe Hamilton Register of Deeds
 BK **2206** PG **1701-1702**

This instrument prepared by J. K. Coward, Jr., Coward, Hicks & Siler, P. A., Attorneys at Law, 705 West Main Street, Sylva, NC 28779

SECOND AMENDMENT
 TO
 DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR
 HOLLYWALK

This SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HOLLYWALK is entered into this the 19th day of January, 2018 by OSCEOLA, LLC, a North Carolina Limited Liability Company (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in a development called Hollywalk in Webster Township of Jackson County, North Carolina which property is more particularly described in a deed recorded in Jackson County Registry of Deeds in Deed Book 1472 at page 314; and,

WHEREAS, the Hollywalk development is subject to a "Declaration of Protective Covenants, Conditions, and Restrictions for Hollywalk" (the "Declaration") recorded in the Jackson County Registry of Deeds in Deed Book 1573 at Page 9-30; and,

WHEREAS, in the Declaration the Declarant reserved the right to amend the Declaration ; and,

WHEREAS, as part of common plan of development for Hollywalk the Declarant desires to amend the Declaration

NOW THEREFORE, pursuant to ARTICLE 13.5, ARTICLE 7 and ARTICLE 14.2(a) of the Declaration, The Declarant hereby amends the Declaration as follows:

1. Article II, Paragraph E, is removed in its entirety and substituted with the following paragraph:

"E. No single story family dwelling may consist of less than 1,800 square feet of enclosed heated space, exclusive of any heated garages, carports, patios, terraces and porches. If the dwelling is multi-leveled, the foot-print will not be less than 1,200 square feet."

2. Article IX, Paragraph E, is removed in its entirety and substituted with the following paragraph:

"E. The Declarant or the Committee or the Association may levy an impact fee to be paid upon the submission to it of plans for improvements. The impact fee will be to cover the costs of repair to the common areas and roads as a result of the improvements by the Owners. The impact fee is a minimum of \$750.00 or the actual cost of repair, payable upon the submission of the Committee of plans identified in Article IV A(1). The Declarant reserves the right to increase the fee if it so desires."

3. In all instances where communication by US mail is stated in the Declaration of Protective Covenants, Conditions and Restrictions, and any amendments thereto, it is also acceptable to communicate by email or fax, provided a copy of confirmation receipt is attached to such communication.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Amendment to be executed and delivered by one of its duly authorized officers as of the date first set forth above.

DECLARANT:

OSCELOLA, LLC,
a North Carolina limited liability company

By: Joan G MacNeill
Joan G. MacNeill, Manager

STATE OF NORTH CAROLINA
COUNTY OF Burcombe

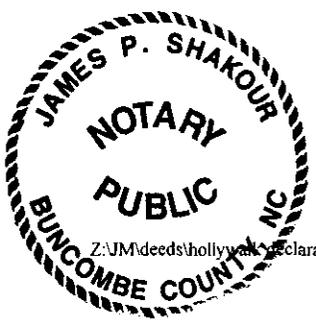
I, James P Shakour Notary Public for said County and State, do hereby certify that JOAN G. MacNEILL, Manager of Osceola, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and Notarial Seal, this the 19th day of January, 2018.

My Commission Expires:
03/10/18

James P Shakour
Signature of Notary Public

James P Shakour
Printed Name of Notary Public



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