

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

**AMENDMENTS TO RESTRICTIONS, RESERVATIONS AND CONDITIONS  
FOR RIDGEVIEW AT SWEETWATER HILLS SUBDIVISION**

This Declaration of Amendments to Restrictions, Reservations and Conditions for Ridgeview at Sweetwater Hills Subdivision is made this 23rd day of September 2013, by the Ridgeview at Sweetwater Hills Homeowner's Association, Inc., a North Carolina nonprofit corporation. This Declaration shall pertain to, inure to the benefit of, and bind all present and future owners of property within Ridgeview at Sweetwater Hills Subdivision as shown on Plat Slides 5978A and 5978B, recorded in the Henderson County Registry. The list of all the owners of real property within Ridgeview at Sweetwater Hills Subdivision, for the purpose of indexing this document in the Office of the Register of Deeds of Henderson County as "Grantors", and as "Grantees", is attached hereto as Exhibit "A", and incorporated herein by reference.

Statement of Circumstances

A. Ridgeview SWH, LLC, a North Carolina limited liability company, subjected certain real property in Henderson County known as "Ridgeview at Sweetwater Hills Subdivision" (herein, "Ridgeview") to certain restrictive covenants by means of an instrument entitled "Restrictions, Reservations and Conditions for Ridgeview at Sweetwater Hills Subdivision", dated 31 May 2006, and recorded the same day in Book 1275, at Page 726, in the Henderson County, North Carolina Register of Deeds (herein, the "Original Declaration").

B. The Ridgeview at Sweetwater Hills Homeowners' Association, Inc., a North Carolina Nonprofit Corporation (herein, "the HOA"), an Association comprised of members (herein, "the Members") who are all of the owners of lots in Ridgeview as defined in the Original Declaration, is the transferee of certain rights, duties and obligations of Ridgeview SWH LLC by means of North Carolina Non-Warranty Deed, recorded in the Henderson County, North Carolina Register of Deeds at Book 1388, page 138. A list of all the owners of real property within Ridgeview is attached hereto as "Exhibit A", and incorporated herein by reference. There are fifty-eight owners of lots within Ridgeview.

C. A provision in the North Carolina Planned Community Act, N. C. Gen. Stat. §47F-2-117 provides for the amendment of the “declaration” setting out the terms or restrictions of a planned community, as does the Original Declaration.

D. Under the terms of the Original Declaration, affirmative action of “eighty percent (80%) of the lot owners” in Ridgeview are required to amend the declaration, “provided that no such amendment shall be effective until placed in writing, executed by the requisite amount of lot owners and filed for registration in the Henderson County, North Carolina Registry.”

E. The Original Declaration also contained the following:

**28. Annual Assessments. The Developer, its successors and/or assigns, hereby reserves the right to collect annual assessments from each lot owner. Fees and Annual Assessments for the year beginning January 1, 2006 shall be as follows:**

<b>Initiation Fee</b>	<b>500.00</b>
<b>Annual Assessment – Roads</b>	<b>400.00</b>
<b>Annual Assessment – Other</b>	<b>200.00</b>
<b>Transfer Fee</b>	<b>100.00</b>

**The initiation fee is a one-time fee that shall be paid upon the closing of a purchase of a lot within the subdivision from the developer. The transfer fee is a one-time fee that shall be paid by any buyer of a lot within the subdivision and shall also be due at the time of any subsequent sale. The Annual Assessments may be increased each year by the Developer, its successors and/or assigns.**

**Special Assessments. Should road re-paving or replacement or construction, repair or replacement of any Common Elements be required and sufficient funds are not available in the association's operating accounts, the developer, its successors and/or assigns shall determine the total amount needed to complete the repairs and shall pass a special assessment in that amount. Each owner of a lot within the subdivision shall pay an equal share of the special assessment, which share shall be a fraction with a numerator of one (1) and a denominator which equals the sum of all Lots subject to this Declaration, minus the two (2) lots that are excluded from assessments pursuant to the paragraph immediately below.**

**Lots Excluded from Assessments and Use of Common Areas. Lots 55 and 56 are excluded from any assessments, and shall not have the benefit of the use and enjoyment of the common areas found within the subdivision.**

F. A vote of the owners of real property within Ridgeview was held on the proposed amendment of the foregoing provisions of the Original Declaration. There were two proposals for amendment, one involving the requirements for future amendments of the Original Declaration, and one involving the annual assessments.

G. The proposal regarding requirements for future amendment of the Original Declaration passed with 53 votes (91%) in favor, and the proposal regarding future annual assessments passed with 55 votes (95%) in favor. All of the owners of real property within Ridgeview who voted in favor of the proposal regarding future assessments also voted in favor of both proposals except for two, namely: (1) owners of Lot 9; and (2) owners of Lot 35.

NOW, THEREFORE, the Original Declaration is hereby amended as stated below:

1. Paragraph 28 of the Original Declaration is stricken, and a new Paragraph 28 is substituted therefore as follows:

**28. Annual Assessments. The Developer, its successors and/or assigns, hereby reserves the right to collect annual assessments from each lot owner. Fees and Annual Assessments for the year beginning January 1, 2014 shall be as follows:**

<b>Annual Assessment</b>	<b>\$600.00</b>
<b>Transfer Fee</b>	<b>\$100.00</b>

**The transfer fee is a one-time fee that shall be paid by any buyer of a lot within the subdivision and shall also be due at the time of any subsequent sale. The Annual Assessments may be increased or decreased each year by the Developer, its successors and/or assigns.**

**Annual Assessments shall be allocated between capital expenditures and annual operations. A portion of the assessed amount shall be reserved for capital expenditures such as road re-paving or replacement, repair or replacement of any Common Elements or improvements to any Common Elements. The remaining portion of the Annual Assessments shall be reserved to fund the annual operating expenses of the Association. The Board of Directors will recommend the yearly allocation and propose it with the annual budget to be reviewed and ratified by the membership at each Annual Meeting of the Association.**

**Special Assessments. Should road re-paving or replacement or construction, repair or replacement of any Common Elements be required and sufficient funds are not available in the association's operating accounts, the developer, its successors and/or assigns shall determine the total amount needed to complete the repairs and shall pass a special assessment in that amount. Each owner of a lot within the subdivision shall pay an equal share of the special assessment, which share shall be a fraction with a numerator of one (1) and a denominator which equals the sum of all Lots subject to this Declaration, minus the two (2) lots that are excluded from assessments pursuant to the paragraph immediately below.**

**Lots Excluded from Assessments and Use of Common Areas. Lots 55 and 56 are excluded from any assessments, and shall not have the benefit of the use and enjoyment of the common areas found within the subdivision.**

2. Any provision in the Original Declaration inconsistent with the foregoing new Paragraph 28 is deemed stricken, and of no effect.

3. Paragraph 35 of the Original Declaration is stricken, and a new Paragraph 35 is substituted therefore as follows:

**35. It is understood and agreed, and subsequent grantees expressly agree by acceptance of a deed conveying any lot within this subdivision, that any portion of these Restrictive Covenants may be released, changed, modified or amended by a vote of sixty-seven percent (67%) of the property owners within this subdivision. Each lot owner, including the Developer, RIDGEVIEW SWH, LLC, its successors and assigns, shall have one vote for each and every lot owned by that lot owner within this subdivision. The written and recorded modification of these Restrictive Covenants signed by the owner or owners of sixty-seven percent (67%) of the lots in this subdivision shall be sufficient to constitute an amendment to these Restrictive Covenants without further notification to any person,**

**persons, or entities. These restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten (10) years.**

4. Any provision in the Original Declaration inconsistent with the foregoing new Paragraph 35 is deemed stricken, and of no effect.

5. Except as modified hereby, the Original Declaration is republished, and remains in full force and effect.

6. The signatures hereto shall be taken as the signatories' affirmative votes to the amendments, except as is stated in Circumstance G., above, and in those cases will be taken only as the affirmative votes noted in such Circumstance.

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