

**BYLAWS
OF
RIDGEVIEW AT SWEETWATER HILLS HOMEOWNER'S ASSOCIATION, INC**

ARTICLE I

Name

The name of this Corporation shall be RIDGEVIEW AT SWEETWATER HILLS HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association". The Association's principal office is located in RIDGEVIEW AT SWEETWATER HILLS Subdivision, in the County of Henderson, State of North Carolina.

ARTICLE II

Purpose and Definitions

2.1 The purpose of the Association is to carry out projects and other activities designed to enhance the safety, beauty and the pleasures of living in RIDGEVIEW AT SWEETWATER HILLS. This includes, but is not limited to: maintaining the roads, maintenance of the entrance way and other common areas located within the subdivision, and encouragement of all owners in the care and maintenance of their respective property.

2.2 "Properties" shall mean and refer to that certain real property described in the Declaration of Restrictive Covenants, Limitations and Uses of Ridgeview at Sweetwater Hills, and such amendments or additions thereto as may hereafter be brought within the jurisdiction of the Association.

2.3 "Subdivision" shall mean and refer to Ridgeview at Sweetwater Hills Subdivision.

2.4 "Common Area" shall mean any and all real property owned by the Association for the common use and enjoyment of the Owners, although there may or may not exist any Common Area.

2.5 "Lot" shall mean and refer to those lots as shown on recorded plats as recorded at Plat Slide 5978A & 5978B of the Henderson County, North Carolina Registry.

2.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding the Declarant.

2.7 "Declarant" shall mean and refer to Ridgeview SWH, LLC its successors or assigns.

2.8 "Declaration" shall mean and refer to the Declarations of the Restrictive Covenants, Limitations and Uses applicable to the Properties recorded in the Office of the Register of Deeds, Henderson County, North Carolina, and all amendments thereto.

2.9 "Member" shall mean and refer to those persons entitled to membership as provided hereinafter.

ARTICLE III

Membership

3.1 Membership Defined. The owners of the lots in the Subdivision automatically become members of the Association.

3.2 Duration of Membership. A member shall continue to be a member as long as he/she remains the owner of a lot or lots in the Subdivision. There is to be one (1) vote per lot except as otherwise specified in the Restrictive Covenants or By-Laws. (The execution of a Deed of Trust on such lot shall not divest the owner of membership.) Execution of a Deed conveying a lot in this Subdivision, or divesting the owner's title, whether by foreclosure of the Deed of Trust, foreclosure for taxes, execution of sale, or otherwise, shall constitute the consent and conveyance of membership in the Association by the owner, without further compensation by this Corporation for any interest in the assets of the Association.

3.3 Voting Privileges. Each member of the Association in good standing shall be entitled to one (1) vote for each lot owned in the Subdivision, except as otherwise specified in the Restrictive Covenants or By-Laws. Failure to pay assessments after the due date shall automatically suspend the voting privilege until such assessments are paid.

3.4 Lots 55 and 56 Excluded from Assessments, Voting and Use of Common Areas. Lots 55 and 56 are excluded from any and all assessments, have no voting rights within the subdivision and shall not have the benefit of the use and enjoyment of the common areas found within the subdivision.

3.5 Responsibilities. The members of the Association, in meeting assembled, shall elect the members of the Board of Directors, shall give general lines of direction to the Board of Directors by receiving and acting on reports received from the Board of Directors, and shall have the sole power to amend the Articles of Incorporation and By-Laws.

ARTICLE IV

Meetings

4.1 Place of Meetings. All meetings of members shall be held at such place in Henderson County, North Carolina, as shall be designated on the notice of the meeting or agreed upon by a majority of the members entitled to vote thereat.

4.2 Annual Meetings. The annual meeting of members shall be held in the month of January of each year or on any day during that period (except a legal holiday) as determined by the Board of Directors, for the following purposes:

(a) To ratify or reject the summary of the proposed budget submitted by the Board of Directors;

(b) To elect the Board of Directors of the Association for the coming fiscal year;
and

(c) To transact any other business that may come before the membership, including but not limited to the adoption, modification and/or repeal of any Rules and Regulations governing the Association.

4.3 Substitute Annual Meetings. If the annual meeting shall not be held in the month designated by these Bylaws, a substitute annual meeting may be called. A meeting so called shall be designated and treated for all purposes as the annual meeting.

4.4 Special Meetings. Special meetings of the members for any purpose or purposes may be called at any time by the President or the Board of Directors of the Association, or upon the written request of not less than twenty-five percent (25%) of the members entitled to vote at the meeting. Such meeting shall be held on the date, time and in the place designated in the notice of such meeting. Only business mentioned in the call of a special meeting may be transacted.

4.5 Notice of Meetings. Written notice stating the date, place and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fifteen (15) days before the date of the meeting either personally or by mail, by or at the direction of the President, the Secretary, or other person calling the meeting, to each member entitled to vote at such meeting. If mailed, such shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his/her address as it appears on the record of members of the Association, with postage thereon prepaid. It shall be the responsibility of the individual members to keep the Secretary informed of their current addresses. In the absence of instructions from an individual member as to his/her address, the Secretary shall be entitled to rely on the most recent records of the Henderson County Tax Collector to determine the addresses of the owner(s) of a Lot. Attendance at meetings is strongly encouraged.

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When the meeting is adjourned for less than thirty (30) days in anyone adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Updated 7 December 2017

4.6 Quorum. A quorum shall consist of at least twenty-five percent (25%) of the membership in good standing at the time of the meeting. The presence of approved written proxies shall be considered present in determining if a quorum exists.

4.7 Proxies. Votes may be cast either in person or by one or more agents authorized by a dated, written proxy executed by the member or his/her attorney-in-fact. A proxy terminates one (1) year after its date, unless it specifies a shorter term. Any form of proxy which is sufficient in law may be used, but the following form of proxy shall be deemed sufficient:

The undersigned hereby irrevocably constitute and appoint their attorney-in-fact and proxy for the sole purpose of casting the vote allocated to Lot __ on all matters submitted to vote at that meeting of Ridgeview at Sweetwater Hills Homeowner's Association, Inc., to be held on the __ day of _____, _____. The undersigned hereby ratify and confirm all such votes cast on behalf of said Lot at that meeting, and certify that they are fully authorized to execute this instrument of proxy on behalf of all owners of any fee interest in said Lot.

This the __ day of _____, _____.

4.8 Voting List. At least ten days before each meeting of members, the Secretary of the Association shall prepare an alphabetical list of the members entitled to vote at such meeting or any adjournment thereof, with the address of each, which list shall be kept on file with the book of records of the Association. This list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any members during the whole time of the meeting.

4.9 Waiver of Notice. Any member may waive notice of any meeting. The attendance by a member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.10 Procedure of Meeting. Robert's Rules of Order, latest edition, shall be the governing parliamentary law of the Association except as otherwise provided in the Bylaws.

ARTICLE V

Board of Directors

5.1 Purpose, Number and Term of Office. The business and affairs of the Association shall be managed by a Board of Directors consisting of a minimum of three (3) individuals and a maximum of five (5) resident members, who shall be entitled to act on behalf of the Association. "Resident member" shall be defined as a member (as defined in Article III, Section 3.1) whose primary residence is located within the boundaries of the Subdivision. Furthermore, two (2) or more members of the same household may NOT serve on the Board at the same time, regardless of the number of lots owned. The Board of Directors shall initially consist of the initial members of the Board of Directors as named in the Articles of Incorporation of the Association. Subsequently, the

Updated 7 December 2017

Board of Directors shall be appointed by the Declarant until such time as the period of Declarant control of the Association has terminated pursuant to the provisions of the Declaration. At the first meeting of the membership of the Association following the termination of the period of Declarant control of the Association, the members of the Board of Directors shall be elected by the membership of the Association and those persons who receive the highest number of votes at a meeting at which a quorum is present shall be elected. Each member of the Board of Directors shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the election of his/her successor. All Directors elected by the membership of the Association must be lot owners.

5.2 Powers and Duties. The Board of Directors shall have the power and the duty to act on behalf of the Association in all instances, except that the Board may not amend the Declaration, elect members of the Board (except to fill any vacancy in its membership for the unexpired portion of a term) or determine the qualifications, powers, duties or terms of office of members of the Board. In addition, the Board of Directors shall have the following specific powers, duties and responsibilities:

(a) The Board will keep a complete record of all of its acts and all affairs of the Association and make the same reasonably available for examination by any member, his agents or mortgagees.

(b) The Board will adopt a proposed budget for the Association to be approved or rejected by the membership of the Association at its Annual Meeting. The proposed budget shall be adopted at a meeting of the Board to be held not more than sixty (60) days before the Annual Meeting of the membership of the Association. A summary of the proposed budget, including the amount of any proposed assessments against the Lot, shall be mailed to the membership not more than fourteen (14) days after the adoption of the proposed budget, nor less than ten (10) days prior to the Annual Meeting. The proposed budget shall be deemed ratified unless at the meeting more than fifty percent (50%) of the Lots existing at that time vote to reject it. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the membership ratifies a budget subsequently proposed by the Board of Directors.

(c) The Board may fine any Lot Owner an amount not to exceed One Hundred Dollars (\$100.00) for any single violation of the Declaration, these Bylaws or any Rules and Regulations promulgated by the Board. In such event, the Board shall provide the Lot Owner fined an opportunity to be heard before an Adjudicatory Panel to be appointed by the Board. Multiple fines may be assessed against any Lot Owner for multiple violations. Any such fines shall be deemed assessments against the Lot of such owner, and shall be collectable as provided in the Declaration.

(d) The Board may contract a management agent to perform and execute such duties, functions and responsibilities of the Board as the Board may deem appropriate; however, no such contract shall relieve the Board from its fiduciary duty to the Association.

Notwithstanding any other provision herein, the Board of Directors is authorized, on behalf of the Association, to 'submit any dispute with or claim against the owner(s) of any Lot(s) to voluntary arbitration pursuant to any arbitration program then in effect in the General Court of Justice of Henderson County, North Carolina.

5.3 Removal of Directors. Any director may be removed at any time with or without cause by a vote of at least sixty-seven percent (67%) of all persons present and entitled to vote at any meeting of the members of the Association at which a quorum is present. However, directors who are appointed by the Declarant may only be removed by the Declarant.

5.4 Vacancies. In the event of the death, disability, resignation or removal of a director, his/her successor shall be selected and appointed by the remaining members of the Board of Directors to serve until the next meeting of the membership of the Association or until a successor is appointed by the Declarant if such vacancy is the result of the death, disability, resignation or removal of an initial director or a director who was appointed by the Declarant.

ARTICLE VI

Meetings of the Board of Directors

6.1 Called Meetings. Meetings of the Board of Directors may be called by or at the request of the President or any two directors.

6.2 Notice of Meeting. The person or persons calling a meeting of the Board of Directors shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

6.3 Waiver of Notice. Any member of the Board of Directors may waive notice of any meeting. The attendance by a member of the Board of Directors at a meeting shall constitute a waiver of notice of such meeting, except where a member of the Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.4 Quorum. A majority of the number of the members of the Board of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the members of the Board of Directors.

6.5 Manner of Acting. Except as otherwise provided in these Bylaws, the act of the majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

6.6 Informal Action by Members of the Board of Directors. Action taken by a majority of the members of the Board of Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the members of the Board of Directors and filed in the book of records of the Association, whether done before or after the action so taken.

6.7 Committees of the Board. **The Board of Directors may establish either standing or ad hoc committees of the members to assist it in its work.**

ARTICLE VII

Officers

7.1 Designation. The officers of the Association shall consist of a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the membership may from time to time elect. The offices of Secretary and Treasurer may be held by the same person; otherwise, no two offices may be held by the same person, except during the time of Declarant control.

7.2 Election and Term. The initial officers of the Association shall be elected by the initial members of the Board of Directors of the Association. Subsequently, the officers of the Association shall be appointed by the Board of Directors. Members of the Board shall be eligible for appointment to serve as officers of the Association. The officers shall be appointed to one-year terms, and each officer shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the appointment of his/her successor.

7.3 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He/she shall, when present, preside at all meetings of the members. He/she shall sign, with the Secretary, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President, together with the Secretary, shall execute any amendments to the Declaration approved by the membership of the Association.

7.4 Vice President. In the absence of the President or in the event of his/her death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or the Board of Directors.

7.5 Secretary. The Secretary shall: (a) keep minutes of the meetings of members, of the Board of Directors and of all Executive Committees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; (d) be authorized to certify and oversee the recordation of amendments to the Declaration on behalf of the Association; (e) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the resident or by the Board of Directors.

7.6 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for moneys due and payable to

the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such depositories as shall be selected in accordance with the provisions of Section 4 of Article VIII of these Bylaws; (c) prepare, execute and deliver certificates of Assessments as provided by Section 28 of the Declaration; and (d) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

7.7 Requirements. All Officers must be members of the Association in good standing.

ARTICLE VIII

Contracts, Loans, Checks and Deposits

8.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on the behalf of the Association, and such authority may be general or confined to specific instances.

8.2 Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

8.3 Checks, drafts or other orders for the payment of money, issued in the name of the Association under \$1000.00, shall be prepared and signed by the Treasurer. All checks, drafts or other orders for the payment of money, issued in the name of the Association over \$1000.00, shall be prepared by the Treasurer and signed by the President or Vice President of the Association.

8.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such depositories as the Board of Directors may select.

ARTICLE IX

Adjudicatory Panel

9.1 Appointment of Adjudicatory Panel. The Board of Directors shall, not less than annually, appoint an Adjudicatory Panel of five (5) individuals, all of whom shall be members of the Association in good standing. **Members of the Board shall not be eligible to serve as members of the Adjudicatory Panel.**

9.2 Hearings. In the event that a fine is assessed against a lot owner by the Board of Directors pursuant to Subsection 2(c) Article V above, the Adjudicatory Panel shall provide to the lot owner so fined notice of the violation and an opportunity to be heard regarding the alleged violation and the assessed fine. If within ten (10) days of receipt of the notice the lot owner requests in writing a hearing, the Adjudicatory Panel shall hear the matter within twenty (20) days of the

date of the written request. Three (3) members of the Panel shall constitute a quorum for the purpose of conducting a hearing. Following such a hearing, the Adjudicatory Panel shall confirm, deny or modify the fine imposed by the Board and shall notify the lot owner of its decision. The decision of the Panel with regard to the fine shall be final.

ARTICLE X

Indemnification

10.1 Any person who at any time serves or has served as an officer, member of the Board of Directors and/or member of the Adjudicatory Panel of the Association shall have a right to be indemnified by the Association to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, incurred by him/her in connection with any threatened, pending, or completed civil, criminal, administrative, investigative, or arbitrative action, suit, or proceeding (and any appeal therein), whether or not brought by or on behalf of the Association, seeking to hold him/her liable by reason of the fact that he/she is or was acting in such capacity, and (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty or settlement for which he/she may have become liable in any such action, suit or proceeding.

10.2 Upon request for payment, the President of the Association shall promptly call a special meeting of the Board of Directors to obtain approval to pay the indemnification required by this bylaw. Such approval may be general or confined to specific instances, and shall not be unreasonably withheld. Upon approval by the Board of Directors, the President shall promptly cause the indemnification to be paid to the requesting party.

10.3 Any person who at any time after the adoption of this bylaw serves or has served as an officer, member of the Board of Directors and/or member of the Adjudicatory Panel of the Association shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this bylaw.

ARTICLE XI

Financial Policy

11.1 Association. The Association hereby declared, and each Owner, as defined in Article II, by acceptance of a deed for any lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges.

(b) Special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments,

together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall be enforced as provided herein. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

11.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

11.3 Intentionally Omitted.

11.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the roads or common areas, provided that any such assessment shall have the assent of 2/3 (two-thirds) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

11.5 Notice and Quorum for Any Action Authorized Under Sections 11.3 and 11.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 11.3 or 11.4 shall be sent to all members not less than fifteen (15) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

11.6 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots immediately. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

11.7 Effect of Nonpayment of Assessments: Remedies of the Association. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, compounded semi-annually until paid. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the Complaint in such action, and in the event a Judgment is obtained, such Judgment shall include interest on the assessment, the costs of preparing and filing the Complaint in such action and a reasonable attorney's fee to be fixed by the Court,

together with the costs of the action. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his/her Lot.

11.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

ARTICLE XII

Books and Records

12.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration and the Bylaws of the Association shall be available for inspection by any member and copies may be purchased at reasonable cost.

ARTICLE XIII

Dissolution

13.1 In the event of dissolution of the Association, any assets remaining after satisfying debts of the Association shall be distributed equally among each of the lot owners in good standing within the Subdivision, except the owners of Lots 55 & 56.

ARTICLE XIV

Section 528 Status

14.1 The Association shall elect and shall be managed in such fashion as to maintain tax-exempt status under Section 528 of the Internal Revenue Code of 1986. The Association shall not carry on any activities prohibited by an Association electing tax-exempt status under Section 528, or any corresponding sections or provisions of any future United States Internal Revenue law.

ARTICLE XV

General Provisions

15.1 Seal. The corporate seal of the Association shall consist of two concentric circles between which is the name of the Association and in the center of which is inscribed SEAL; and such seal, as impressed on the margin hereof, is hereby adopted as the corporate seal of the Association.

15.2 Fiscal Year. The fiscal year of the Association shall be January through December.

15.3 Amendments. Following the termination of the initial period of Declarant control provided for in the Declaration, the members of the Association may amend these Bylaws, repeal these Bylaws and/or adopt new Bylaws by the vote of at least sixty-seven percent (67%) of all existing Units at any meeting of the membership of the Association properly held and conducted pursuant to Article IV above.

15.4 Conflicts. In the event of any conflict between the terms and provisions of these Bylaws and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall control.

15.5 References to Statutes. All references herein to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of such provisions.

IN WITNESS WHEREOF, the Amendment changes to the Bylaws of Ridgeview Hill at Sweetwater Hills Homeowners Association, Inc. were duly adopted by a vote of no less than 67% of the membership, on this the 7th day of December 2017.

Ridgeview at Sweetwater Hills Homeowners Association, Inc.

President

Witness