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WILLIAM LEE KING, Henderson COUNTY, NC

STATE OF NORTH CAROLINA
RESTRICTIVE COVENANTS OF RIVERWIND
COUNTY OF HENDERSON

Amendments approved by the Community Members and restated Declaration of Covenants, conditions and restrictions (hereinafter the "Declaration"), made and entered into this __22nd____ day of __June____, 2024, by and between Riverwind Corporation, in accordance with Chapter 55A of the North Carolina Nonprofit Corporation Act, (NC Gen. Stat. 55A-1-01 et seq.) and in accordance with the North Carolina Planned Community Act, (Sat. 47F-1-01 et seq.), (hereinafter the: Planned Community") and the Owners of Lots within Riverwind Subdivision, located in Henderson County, North Carolina.



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RESTRICTIVE COVENANTS OF RIVERWIND
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JUNE 2024**

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STATEMENT OF PURPOSE

The Riverwind Community was developed and built with the purpose, and in the spirit of being a community of persons age 55 and older. The community strives to be responsive to the needs of older people by providing a quiet atmosphere in a comfortable lifestyle that is conducive to developing friendships and continuing interaction among individuals of similar age. It is the intention of the community to continue to embrace these ideals and lifestyle to preserve our specific way of life.

WHEREAS, The Association is required to impose upon the Riverwind property, Covenants, conditions, and restrictions mutually beneficial to all Lot Owners of Riverwind Subdivision.

WHEREAS, in order to have a uniform plan of development these Restrictive Covenants are adopted.

NOW THEREFORE, The Association does subject the property described below to the following reservations and Restrictive Covenants, which will apply to certain portions of the property as hereinafter set forth and which will be for the benefit of each owner of land in the subdivision, and which shall run with the land and shall inure to, and pass with each lot, and be enforced by and against every lot owner as provided hereinafter and shall bind the subsequent owners as to their use of the property. A homeowner association, known as Riverwind Homeowners Association, Inc., a non-profit corporation ("The Association"), is authorized to adopt Covenants and Bylaws from time to time.

NOW THEREFORE, the Association hereby declares that all the Riverwind Subdivision property shall be held, sold, and conveyed subject to the following: easements, restrictions, Covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property subject to this Declaration, and which shall be binding on all parties having rights, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Lot Owner thereof.



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The following terms are defined, when used in these Restrictive Covenants, as follows:

- A. "Assessments" means any and all sums levied by the Board, apportioned equally against any Lot and its Owner as common expenses or other charges to include, but not limited to, common expenses liabilities, Special Assessments, Specific Assessments, fines, late charges, interest and attorney's fees as set forth in the Declaration and Bylaws: provided however, that any such Special Assessment requires the approval of a Majority Vote of the qualified membership.
- B. "The Association" means Riverwind Homeowners Association, Inc., (a non-profit corporation) organized under the laws of the State of North Carolina.
- C. "Board" or "Board of Directors" means the Board of Directors of the Riverwind Homeowners Association, which is the governing body on behalf of and for the Association, designated the Executive Board in N.C.G.S. Section 47F-1-103(13); Director or Directors means a member or members of the Board.
- D. "Bylaws": means the Bylaws adopted by the Association.
- E. "Common Area" means all parts of the Planned Community located outside the boundaries of the Lots including any real estate in the Community owned or leased by the Association.
- F. "Common Expenses" means all expenses incident to the administration, improvement, operation, maintenance, repair or replacement of any realty owned or leased by the Association, including Lots and roads; all utility costs, including those experienced hereafter relative to any sewage treatment plant or facilities, serving any portion of the Riverwind Subdivision; and all sums lawfully assessed against the owners by the Board.
- G. "Covenants" means the Restrictive Covenants adopted by the Association and made applicable to some portion of property described in Deed Book 686 page 113. Henderson County Register, as amended from time to time. Also referred to as the Declaration.
- H. "Dwelling" means residency {DMH, modular and stick built house) constructed for occupancy on one lot.
- I. "DMH" means double- wide manufactured home.
- J. "Home Site" means the lot conveyed to an owner "upon which a home has been constructed."



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- K. "Lot" means any numbered plot of land shown on any plat of Riverwind Subdivision caused to be placed on record by the Association unless that Plat or any Covenants affecting that plat indicated otherwise.
- L. "Member" means the owner of a Lot.
- M. "Owner" means record title holder or holders of a Lot or Home Site, excluding the following: any lender, trustee or creditor whose interest is merely as security for the performance of an obligation or repayment of an indebtedness.
- N. "Plat" means any survey showing any portion of the Planned Community as recorded in the Henderson County Records, excluding any survey that indicates on its face that it is not to be considered a "plat" hereunder.
- O. "Residency/Occupancy" means, as this is a community designed to respond to the needs and desires of persons age fifty-five (55) and older, and in keeping with Federal and State Statutes, it is our goal to maintain a community of residents consisting of persons age fifty-five (55) and older.
- P. "Rules and Regulations" means any Rules and Regulation adopted by the Board for the use and enjoyment of any property in the Planned Community owned by or leased by the Association.
- Q. "SICC" means Site Improvement Coordination Committee.
- R. "Qualified Member" means the Owner(s) of a Lot and a member of the Association in good standing. Owner(s) is in good standing if they are not in default of assessments or otherwise in violation of this Declaration, the Bylaws or the Rules and Regulations.

These Restrictive Covenants and the terms and conditions of the Restrictive Covenants are as follows:

1. **Lots:** There are 243 individual Lots of real property, as platted and shown as parcels recorded for Riverwind Subdivision, and recorded in the Henderson County Registry of Deed.
2. **Density and Appearance:** No more than one (1) single family residence may be located on each Lot. The style, color, and exterior appearance of such residence must be in harmony with other residences, in the Community, as approved by the Board.



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3. Animals: Only domesticated indoor animals may be kept as pets in the Planned Community.

No non-domesticated animals may be kept. No more than two (2) pets that require trips outside the residence for exercise or sanitary functions may be kept in any dwelling. No pets can be bred or kept for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a dwelling. No Pet may be tied or staked outside a dwelling, including on an open deck, without the owner or other adult being present and supervising at all times. No pets are permitted to roam freely outdoors in the Planned Community. Pets must have such care and restraint as necessary to prevent them from damaging or destroying property, or behaving in an obnoxious manner such as causing odors, unsanitary conditions, loud or persistent noise, or engaging in nuisance behaviors such as turning over garbage cans, chasing vehicles or people, leaving uncollected feces on community or private lots, or any other damage to community or private property other than that of their owner. No pets may roam freely in Riverwind. Residents must not feed dangerous wildlife, such as bears, or stray domestic animals, such as feral cats.

Violators of this statute will be referred to Henderson County Animal control for action.

Whenever such pets (i.e. dogs, cats, birds etc.) leave the owner's dwelling they must be restrained by a leash and under the control of the pet walker, and all animal droppings which occur must be immediately collected by the pet walker. All pets must be accompanied by a responsible adult when outside. Electronic underground pet fencing is not permitted anywhere in the Planned Community.

The owner of any pet in the Planned Community is solely responsible for it and must indemnify and hold harmless the Association from any claim, loss, damage, injury or liability, which a member of the Planned Community, a member's guest or pets, or the Association may sustain as a result of the presence of the pets, which liability includes costs, fees, and attorney fees.

4. Nuisance & Obnoxious Activities/Behavior: The Board in its sole discretion has the power and authority to decide what acts or actions constitute a nuisance. All parts of the Planned Community shall be kept in a clean and sanitary condition. No rubbish, refuse or garbage shall be allowed to accumulate, and no fire hazard shall be allowed to exist. Any Lot Owner (or his family, tenants, guest or agents) who shall dump or place any trash or debris upon any portion of the Planned Community shall be liable to the Association for the actual cost of removal thereof and the same shall be added to and become a part of the assessment next coming due to which the Lot Owner is subject; or alternatively the Board may impose a fine against the Lot Owner for violation of this Section.



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5. **Propane/Fuel Storage Tank:** Home heating propane tanks and fuel storage tanks shall not be exposed to view.
6. **Antennas, Wires, Utilities:** All wires and utilities must be maintained underground. The installation of Over-the-Air- Reception Devices (OTARD), including but not limited to, Satellite Dish Antennas, will be set forth in the Rules and Regulations adopted from time to time by the Board. These Rules and Regulations must be in compliance with the then current provisions of the Federal Communications Commission OTARD rules.
7. **Roadways:** The Board has the power to place any reasonable restrictions upon the use of roadways, including but not limited to types and size of vehicles using the roads, a maximum and minimum speed of vehicles using the roads, speed breakers on the roads, and all other necessary or desirable traffic and parking regulations, and the maximum noise level of vehicles.
8. **Appearance:** There may be placed on each Lot one double-wide manufactured home (DMH), modular home or stick built home. No other residence may be constructed on any Lot. It is intended that all structures in the Planned Community be in harmony with each other as to design, quality, and topography. The topography in the Planned Community is critical for drainage purposes and it may not be altered. Any DMH, modular home or stick built home placed or maintained on any Lot shall have an exterior of vinyl siding of neutral color, to be approved by the Board/SICC, a pitched roof covered only with asphalt shingles or material that resembles asphalt shingles, to be approved by the Board/SICC, and brick underpinning on the outside around the crawlspace; provided, however, that screened porches and decks are not required to have the underpinning.
9. **Landscaping, Fences, Plantings:** A ten (10) foot strip along that portion of any lot abutting a roadway is reserved for utility easement to install, inspect, replace, and maintain gas, water, electric, sewer, cable TV, telephone and other utility lines. No structures or other obstruction are permitted in this utility easement or in any area that may block a view of the streets. Plantings described in the Rules and Regulations will be allowed in utility easement area with the express understanding that if the plantings are damaged by road construction, snowplowing, or maintenance of utilities, the Association will not be responsible for the Lot Owner's loss. Such plantings must not alter the drainage to storm sewers.

All new trees, shrubbery beds, or replacement trees, must be approved in writing by the Board prior to planting construction. However, when a lot borders a public road, **and only in such cases**, the Lot Owner may ask for Board of Directors approval to erect at their own expense a fence on the portion of their lot line that abuts the public road. Such a fence



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shall be no more than eight (8) feet high, must be solid and must be made of wood. It must be painted with a subdued color such as brown or black. Existing planting beds or structures that do not conform to these restrictions may not be expanded or replaced. All lawns, flowerbeds and shrubs planted on any lot must be maintained by the Lot Owner. If a Lot Owner plans to be absent from the Planned Community for a period of more than two (2) weeks during the growing season, arrangements must be made to keep the lot maintained.

In the event of abandonment of two (2) or more weeks or foreclosure on a property, the Board will have authority to maintain the property to the standards of the Community. Charges will be levied against the property in the form of a lien.

Pools, plastic wading pools, fences and hedges over two (2) feet high with the exception of those which screen fuel storage tanks, are not permitted.

10. **Alterations, Attachments or Construction:** The construction or placement of any addition, structure, or alteration to the Dwelling, Home Site or Lot is prohibited unless approved in writing by the Board/SICC. No freestanding structure is permitted.
11. **Construction Procedure:** These Covenants authorize the Board to approve (or disapprove) applications for construction. The procedure is that the Owner shall present a written application to the SICC. The SICC may require additional information from initial review and will present the final application to the Board.

Such additional structure referenced in the application may be constructed by any Owner, but only after receiving written approval from the Board, and any such construction must commence and be completed within sixty (60) days of the beginning of construction. The approval may be conditional. If the Owner violates any condition outlined, the Board can require the additional structure to be either made in compliance with the written authorization or removed. It is the property owners' responsibility to obtain the necessary permits from Henderson County.

12. **Divided Lots:** No Lot shall be divided or modified in any way.



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13. **Business and Commercial Activities:** There shall be **NO** soliciting or peddling allowed in the Riverwind Community.

Business or commercial activities shall **NOT** be conducted on any Lot, Home Site or Common Areas except for:

- A. A home business, which does not cause traffic, noise or odors.
- B. The marketing and sales of homes in the Planned Community.
- C. Meetings of the Association, Board of Directors, Riverwind, Board approved committees, and non Riverwind group or organization which have received approval from the Board.

14. **SIGNS:**

A. **Commercial/Business** signs of any type may not be placed on any Lot, Home Site or Common Area except for:

- 1. Signs Offering a Home Site for sale on that affected Lot only. Only one such sign may be displayed per Lot.
- 2. Signs that promote activities of the Association.
- 3. Signs for which approval for placement has been received from the Board.

B. **Political Signs** are only permitted to be placed on Home Sites within the following restrictions:

- 1. "Political Signs" are signs that attempt to influence the outcome of an election, including those that support or oppose candidates and issues on an election ballot.
- 2. Political Signs may be placed on a Home Site no earlier that 45 days before the day of election and must be removed no later than 5 days after election day.
- 3. The homeowner can display no more than one Political Sign, which must be no larger than 24 inches by 24 inches. It must be affixed to the lawn with the top of the sign rising no higher than 36 inches above the ground. It must be placed within 6 feet of the home.
- 4. A piece of cloth, whether natural fibers or synthetic, that displays the name or likeness of candidates, political slogans or ballot issues, and political Party flags



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are Political Signs, and are subject to the same restrictions.

15. **Firearms, Fireworks, Weapons:** No firearms or bow and arrow may be discharged in the Planned Community. Fireworks are not legal in North Carolina at any time. Certain non-explosive fireworks, which do not propel themselves through the air, are permitted, such as caps for toy pistols, snake and glow worms, smoke devices, and wire sparklers.

16. **Association Rights:** There is reserved to the Association the following rights:

A. Easements:

Owner's Easement: Every Owner shall have a right of enjoyment in and to the Common Areas and the easement shall attach to and pass with the title to the Lot. Such rights are subject to suspension for failure to pay Assessments or fees when due, for breach of this Declaration or Rules & Regulations, and to the right of the Board to limit guest use of the Common Elements.

Easements of the Association and Others: For the benefit of the Association and each Lot Owner, there exists easement through the Common Areas for all persons making use thereof for the purpose of ingress and egress. There exists easement through each Lot for maintenance, repair and replacement of Common Areas, and for all facilities and furnishing of underground utility services.

Utility Easements: There is hereby created a blanket easement upon, across, over and under all of the Planned Community for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including a ten (10) foot strip across the front of each Lot and across any portion of a Lot which lies within forty-five (45) feet of the center of Etowah School Road. However, in no case shall any home/building be closer than ten (10) feet to another non-attached home/building or the exterior project boundary.

B. Roads: The Owner of every Lot shall have an easement for ingress and egress over the existing roads in the Planned Community.

The right, but not the compulsion, from time to time, to spray pesticides to control mosquitoes or other bug infestation traversing community roads.

The Board directly or through the SICC, may control and restrict the streets shown on the Plat as to parking, maximum rate of speed, placement and compliance with stop signs, and such other control as to provide for the



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safety and tranquility of the Owners in a community. The purpose of the Board is to respond to the requirements of persons age fifty-five (55) and older and their guests. Neither the Board nor the SICCD is required or obligated to take any action under this provision and is not responsible for any improper operation of any motor vehicle on any street in the subdivision.

17. **Leasing:** Riverwind, as a community of persons age fifty-five (55) and older, has a goal of being one hundred percent (100%) owner occupied. Leasing is therefore discouraged. In rare circumstances, an owner must request consideration by the Homeowners Association Board for leasing his or her property within the limitations of this paragraph. No Owner will be permitted to lease any Home Site for transient or hotel purposes. No Owner may lease less than the entire Home Site, or the entire Home Site for a period of less than one (1) year. Notwithstanding, this temporary occupancy of Home Sites shall be permitted by purchaser or sellers of Home Sites to facilitate the transfer of a Home Site from the seller to a purchaser. (By way of example, by agreement between the seller and the purchaser, a seller may continue to occupy a Home Site after its sale, or a purchaser may occupy a Home Site prior to closing on the purchase). Any lease agreement shall be in writing and shall provide that the terms of the lease shall be subject to the provisions of these Covenants, the Bylaws of the Association, and the Rules and Regulations. Failure by the lessee to comply with the terms of such documents shall be a default under the lease.
18. **Solid Waste Disposal:** All residents are encouraged to use a rigid plastic container for the disposal of solid waste. Trash may be set out for collection on the designated trash day or the night before. In order to avoid undue problems with the operation of the sewage treatment plant, all trash, garbage, kitty litter and dog poop bags, etc. must be disposed of using trash collection.
19. **Sewage Treatment Plant:** "STP" is constructed on property owned by the Association. The provisions of these Covenants apply and are enforceable regardless of ownership of the STP. Each DMH, modular home or stick built home must dispose of all its sewage through this STP. The Association or its assignee must permit each owner to utilize this STP, upon compliance with its Rules and Regulations and prohibitions, upon complying with all governmental requirements, and upon payment of sewer fees charged, those fees not to exceed those allowed by law.



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20. **Membership:** Membership in the Association shall be automatic upon acquiring ownership of a Lot, provided that mortgagees and trustees under deeds of trust shall not be a member. Likewise, upon conveyance of said Lot, the membership of that conveying Owner shall terminate automatically.
21. **Assessments:** There shall be paid by each Owner (for every month during which the Lot is owned) to the Association, assessments for the purpose and subject to the conditions as follows:
- A. Common Area maintenance which shall include (but is not limited to) the electric bill for power used for lights in the Common Areas and street lights elsewhere in this subdivision, and for maintenance of the grounds and buildings of the Common areas.
 - B. Sewer/solid waste disposal fees at an amount to be set from time to time.
 - C. The Board shall determine and advise the Owners of the annual assessment affixed against each Lot for the following fiscal year no later than two weeks before the end of the fiscal year. The announcement of the annual assessment will be written in the Newsletter and announced at the Annual Meeting. In determining the annual assessment for each fiscal year, the Association, shall estimate the common expenses, review the cash/checking requirements, bank balances and also calculate a reasonable amount for contingencies, replacement and maintenance items not performed annually. Further, the Board shall deduct any expected income and any surpluses from the prior year's budget that have been transferred to the general fund.
 - D. In addition to the annual assessment, the Board may levy special assessments in any fiscal year for the purpose of supplementing the annual assessments if the same are inadequate to pay the common expenses and/or defraying, in whole or in part, any unforeseen expenditure; provided, however, that any such special assessments shall have the consent of the majority of the votes of the Owners.
22. **Assessment Due Date:** Each Owner must pay the monthly assessment by the first of each month. The monthly assessment shall be a lien against the Lot owned if it is not paid within ten (10) days of the date due.

Each monthly assessment, in addition to being a lien against the Lot, shall be a personal obligation for every Owner of the Lot in question. If such assessments are not paid when due, the party owed may proceed in court to make this collection and court costs and reasonable attorney fees shall be added to the assessment, to be paid by the defaulting



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owner.

23. **Motor Vehicles:** All motor vehicles, including all types of recreational vehicles (motor homes, travel trailers, pop-ups, etc.,) and trailers (utility, cargo, boat, etc.) kept in Riverwind must be registered to a resident of Riverwind. Licenses, insurance and inspections must be kept current. Failure to do so will cause a vehicle/trailer to be considered abandoned and require immediate removal from Riverwind upon a formal written notice from the Board of Directors. Specific regulations and guidance dealing with motor vehicles in Riverwind (as defined above) can be found in the Rules and Regulations.
24. **Written Approval:** Nothing authorized or permitted under these Covenants upon the approval of the Board shall be deemed to be approved unless that approval is so indicated in writing.
25. **Enforcement:** These Covenants will be enforced by the Board. Any owner that has gone through the established complaint process and disagrees with the final Board decision can seek adjudication in one of two methods. The first option is through arbitration using a neutral professional arbitrator and the second option is through the courts.
26. **Drainage:** If any Plat shows by broken lines, marginal notations or otherwise the existence of a drainage area, the Board has, and shall retain after conveyance of the Lots over which the drainage area extends, a permanent drainage easement for passage of water at the same place, route and grade. Further, the Board may subsequently, from time to time, go onto the drainage area to inspect, replace, repair and maintain the drainage area.

The topography of the land in Riverwind is critical for drainage purposes, and it may not be altered without written consent of the Board or the SICC. If the topography is changed by nature or man, the Board reserves and has the right to access the Lots in question and alter the drainage.

27. **Access Road:** No portion of any Lot may be used as a road, route, easement or right-of-way to permit access from any road in Riverwind to any property located outside this subdivision, without the written consent of the Board.
28. **Transfer of Ownership:** Each Owner shall immediately report to the Board any conveyance of his Lot. The Owner shall report to the Board the name and address of the new Owner of the Lot.



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29. **The Spirit of Riverwind:** Riverwind is a community of persons who are age fifty-five (55) or older. This age restriction provides an environment where close friendship may be fostered in a number of ways including close proximity of homes, the lack of fences and barriers, and an active Social Committee with many activities. The spirit of Riverwind is shared with many individuals with varied background but with the common bond of being age fifty-five (55) or older.

For the above reasons, residency/occupancy is restricted to persons age fifty-five (55) or older. Certain exceptions, upon appropriate notice to the Board, are considered compatible with the goals and spirit of our community as follows:

- A. A younger spouse or partner of a resident age fifty-five (55) or older including a younger spouse or partner who survive residents who are fifty-five (55) or older.
 - B. A caregiver responsible for providing medical care or other private assistance for a resident living with a serious medical condition or bereavement.
 - C. Any immediate family member of a resident age fifty-five (55) or older with a documented legally recognized disability or serious medical condition as defined by Federal or State law. This documentation must be presented to the Board.
 - D. Any immediate family member who may be under the age of 55 in need of temporary residency may stay for a period not to exceed thirty (30) days without Board approval.
 - E. Visitors who may be under the age fifty-five (55) and visiting for a period not to exceed thirty (30) consecutive days without Board approval.
30. **Conflicts.** If there are conflicts or inconsistencies between the provisions of North Carolina law and the Covenants and the Bylaws (in that order) the provisions of the North Carolina law shall prevail.
31. **Amendments.** These Covenants shall be amended by two thirds (2/3) vote of the Association members by special ballot to all property holders via USPS following standard election procedures.
32. **Adoption of Amendments.** Amendment(s) to these Covenants shall become effective when a corporate resolution is adopted, placed in writing, executed and acknowledged by the duly elected President (or Vice President), attested to by the Secretary of the Association, and registered in the Henderson County Records. The final Covenants will be distributed to owners of the Lots or persons who have an interest in the Association and they shall be bound to abide by the amendments to these Covenants.



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33. **Future Development:** Areas from any source (realty acquired in any manner, areas designated or re designated) should be identified and secured by the Board on behalf of the Community.

The foregoing is certified to be the Amended Covenants of the Riverwind Homeowners Association Incorporated, duly adopted on June 22, 2024 by the Riverwind Homeowners Association.

Riverwind Homeowners Association Inc.

President

RHOA SEAL

Attest

Secretary

Date _____

Notarized and Registered in the Hendersonville Courthouse on _____

Riverwind Homeowners Association

S/S [Signature]
President

ATTEST: Corporate Seal

Secretary: Judy K. Miller

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HENDERSON COUNTY

These Covenants and Bylaws of the Riverwind Community in Etowah, North Carolina are certified by a super majority of the community by a special ballot vote to be the approved governance documents replacing all others previously registered in Henderson County in Book 1652, pages 107-119 and amendments in Book 3811, pages 581-583; Book 1677, pages 324-335, Book 3811, pages 577-579 They were adopted on June 22, 2024 by the Riverwind Homeowners Association.

RIVERWIND HOMEOWNERS ASSOCIATION, INC.

President, Larry Tillotson

[Signature]

Secretary, Judy Miller

Judy K. Miller

North Carolina
Henderson County

I, Jennifer Garren, a Notary Public of the County and State aforesaid, certify that Larry Tillotson and Judy Miller personally came before me this day and acknowledged that he is the President and she is the Secretary of the Riverwind Homeowners Association, Inc, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and Secretary and sealed with its corporate seal Witness my hand and official seal this the 2 day of July, 2024.

My commission expires Feb 27, 2029

Jennifer Garren
Notary Public

Print Name Jennifer Garren

