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Jim Hrytzik, President SHPOA, 4 Endless View Dr., Weaverville, NC 28787

**State of North Carolina**

**County of Buncombe**

**Eighth Amendment**

**To**

**Declaration of Covenants, Conditions and Restrictions for Starview Heights**

This **Eighth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Starview Heights**, (herein "Eighth Amendment") made and entered into this 30<sup>TH</sup> day of June 2025, by **Starview Heights Property Owners Association, Inc.** (herein "Association") a North Carolina non-profit corporation and all Future Owners within Starview Heights.

**Witneseth:**

**That Whereas**, the predecessor Declarant filed that certain **First Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Starview Heights** as recorded in **Book 4939, at Page 1165** and that certain **Confirmation of First Amendment and Restatement of Declaration** as recorded in **Book 4966, at Page 514** of the Buncombe County, NC Registry's Office ("Registry") and Successor Declarant filed that certain **Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Starview Heights** as recorded in **Book 5234 at Page 189**, that certain **Supplement to Declaration of Covenants, Conditions, and Restrictions for Starview Heights** as recorded in **Book 5307, at Page 1496**, and that certain **Third Amendment to Declaration of Covenants, Conditions and Restrictions for Starview Heights** as recorded in **Book 5373, at Page 1894** of the Registry; and that certain **Fourth Amendment and Restatement of Declaration of Covenants, Conditions, and Restrictions for Starview Heights** as recorded in **Book 5521, at Page 846-849** of said Registry; and that certain **Fifth Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Starview Heights** as recorded in **Book 5844, at Pages 1005-1012** of said Registry; and that certain **Sixth Amendment and Restatement of Declaration of Covenants, Conditions, and Restrictions for Starview Heights** as Recorded in **Book 6018, at Page 1929-1932** of said Registry; and that certain **Seventh Amendment and Restatement of Declaration of Covenants, Conditions, and Restrictions for Starview Heights** as recorded in **Book 6356, at Pages 858-861** of said Registry, the Amended and Restated Declaration and all amendments thereto being referred to herein as the "Declaration as amended"; and

**Whereas**, the Successor Declarant Control Period expired on January 1, 2025, pursuant to Amendment IV, Article 1, Section 9 for the planned community located in Buncombe County, North Carolina commonly known as Starview Heights Subdivision (the "Subdivision") transferring all authorities to the Association; and

**Whereas**, Starview Water Works, LLC ("SWW"), a privately held company, currently owns and operates a water system that provides potable water to 42 homes in Starview Heights, on Avery Nicole, Endless View, and Scenic Mountain, as well as the Association's pool and clubhouse that serve the entire Subdivision; and

**Whereas**, SWW owns the 1.86-acre tract of land which contains not only the well, pump house, and other equipment for the water system, but is also the site of the dog park built by the Association and an auxiliary parking lot used by members of the Association; and

**Whereas**, the Board of Directors and the requisite number of members of the Association have voted for and approved the acquisition of the water system and the above-described tract of land as well as this Eighth Amendment to the Declaration as amended.

**Now Therefore**, the Association by this Eighth Amendment to the Declaration as amended does hereby modify and amend the Declaration as amended by adding a new Article XV to the Declaration as amended as follows:

#### **ARTICLE XV** **Starview Heights Water Authority**

1. **Authorization for Acquisition and Establishment of Water Authority.** The Association, through its Board of Directors, is hereby authorized and empowered to acquire an existing water system and to establish a water resources board, named the "Starview Heights Water Authority" (SHWA), consisting of five members, to manage and oversee the delivery of potable water to those lots in the Subdivision which are not currently serviced by the Town of Weaverville municipal water system. SHWA will establish and publish rules and regulations, which will be subject to approval by the Association Board, related to such items (but not limited to): user membership; SHWA board structure, term of board service, and responsibilities; system operating (normal) and emergency guidelines; rates & charges; metering; billing; reserves; and delinquencies in support of ongoing and continuous water operations. SHWA shall have full authority with respect to operation and maintenance of the water system to include the transmission pipes. SHWA shall have an easement for maintenance, repair and replacement of such pipes. The SHWA Board will select a board chair member who will report directly to the Association Board on such matters and provide financial updates to the Association Board at least on a semi-annually.

2. **Financial Operation of the Water System.** The SHWA shall keep financial records independent from the SHPOA financial records and shall record income and expenses and contribution to SHWA reserves in a separate set of books and accounts. The SHWA shall have the authority to open and maintain its own bank account. SHWA shall have the authority to contract for all equipment and services that in SHWA's sole discretion are needed for the proper and efficient operation of the water system. As a permanent committee under the Association, all SHWA records are subject to the same statutory reporting and review requirements as the Association.

The Association, through its elected Board, must approve any user rate increase/decrease, as proposed annually in January by the SHWA Board, with an effective date of the March invoicing to users.

The Association, through its elected Board, is hereby authorized to provide any necessary funding to the SHWA, from Association reserves, for the sole purposes of covering emergency and/or unanticipated extra-ordinary repair costs that may not be available through the financial reserve established by SHWA under terms and conditions agreed to by the Association Board and SHWA.


All revenues collected by SHWA are to be used solely to cover the ongoing operational and maintenance costs and any reserve requirements of the community water system. Charges for water service shall be deemed specific assessments against lot owners if charges are unpaid, such that unpaid bills for water service can be collected by the Association. SHWA shall also have the authority to cut off water service for non-payment in accordance with its published rules and regulations.

  
James H. Hrytzik  
President, Starview Heights Board of Directors

8/15/25  
Date

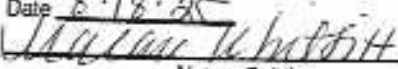
  
Jay Williams  
Secretary, Starview Heights Board of Directors

8/15/25  
Date

  
Notary Public

8-15-25  
Date



Buncombe County, North Carolina  
I certify that the following person(s) personally appeared before me this day acknowledging to me that he or she signed the foregoing document.  
\* Amendment for Starview Heights  
Date 8-18-25  
  
Notary Public  
My Commission Expires 11-05-29

\* JAMES H. HRYTZIK  
JAY WILLIAMS