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 Buncombe County, NC
 Drew Reisinger Register of Deeds

BK **6018** PG **1929-1932**

State of North Carolina
 County of Buncombe

**Sixth Amendment
 To**

Declaration of Covenants, Conditions and Restrictions for Starview Heights

This **Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Starview Heights** (herein "Sixth Amendment") made and entered this 10th day of February, 2021 by **CPBI, LLC**, a North Carolina limited liability company (herein "Successor Declarant") and **Starview Heights Property Owners Association, Inc.(POA)**, a North Carolina non-profit corporation and all Future Owners within Starview Heights.

Witneseth:

That Whereas, a 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 (herein collectively "Declaration"); 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 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

RET. → Joe Caldwell
 TO: 35 Endless View Dr.
 Asheville, NC 28787

Whereas, Successor Declarant is the assignee under the certain Assignment of Declarant Rights, Contracts and Permits for Starview Heights as recorded in **Book** _____. **At Page** _____ of the Registry; and

Whereas, the Successor Declaration desires to modify and amend the Declaration as set forth herein.

Now Therefore, the Successor Declarant, by this Amendment to the Declaration does hereby modify and amend the Declaration as follows:

ARTICLE IV

Architectural and Landscaping Committee Control

Section 16.1 **Architectural and Landscaping Committee.** For purposes of this Article IV, the Declarant shall serve as the Architectural and Landscaping Committee ("ALC") until such time as Declarant shall turn over control of the Association to the owners, at which time the ALC shall be the Board of Directors of The Association. The Board of Directors may appoint an Architectural and Landscaping Committee. This committee will report to the Board. In no event shall the Board or the ALC have any authority to affect or to have any control over structures built by the Declarant or its assigns. In addition, in no event shall the ALC have any authority over the Board of Directors.

Section 16.2 **Improvements.** No building, fence, wall or other structure or planting or landscaping shall be commenced, erected or maintained upon the Lots, nor shall any exterior addition to or change or alteration therein, including, without limitation, any planting or landscaping, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association. All proposed plans and specifications shall be submitted first to the Declarant/Board of Directors or such committee chosen by the Board of Directors who shall disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it by the Owner, approval will not be required and this Article will be deemed to have been fully complied with. In passing upon such plans, the Declarant/Board of Directors/Committee may take into consideration the suitability and desirability of the proposed construction and the proposed materials to the Lot involved. Refusal to approve the proposed plans may be based by the Declarant/Board of Directors/Committee on any grounds, including purely aesthetic considerations. No alterations in the external appearance of any structure shall be made without approval by the Association as provided herein; provided, however, that no approval by the Declarant/Board of Directors/Committee granted hereunder shall constitute or be

construed as approval by Declarant or any other person of the structural suitability or quality of any structure or material.

Section 16.4 Limitation of the Committee's Liability. Neither the Board of Directors, the Association nor any representative(s) thereof, nor its or their successors or assigns, shall be liable in damages to anyone submitting specifications for approval, or to any Owner, by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person, corporation, partnership or organization which submits plans and specifications to the Board of Directors or the Association for approval agrees, by such act, and every Owner agrees by acquiring title to any Site or an interest therein, that it will not bring any action, proceeding or suit against the Board of Directors, the Association or any representative to recover any such damages. The Board of Director's and Association's approval of any plans, specifications, landscaping or elevations or any other approvals or consents are given solely to protect and preserve the appearance of the Property, and shall not be deemed a warranty, representation or covenant that the proposed work complies with any applicable laws, rules or regulations or any standard of due care regarding structural design.

Article XIV

Section 1.1 Solar Energy Systems and Solar Collectors.

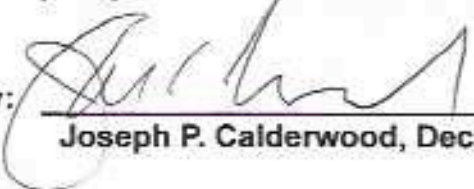
a. In accordance with N.C.G.S. Section 22B-20(d), it is hereby prohibited at Starview Heights to locate, to install or to place solar collectors that are visible by a person on the ground:

1. On the façade of a structure that faces areas open to common or public access;
2. On a roof surface that slopes downward toward the same areas open to common or public access that the façade of the structure faces; or
3. Within the area set off by a line running across the façade of the structure extending to the property boundaries on either side of the façade, and those areas of common or public access faced by the structure.

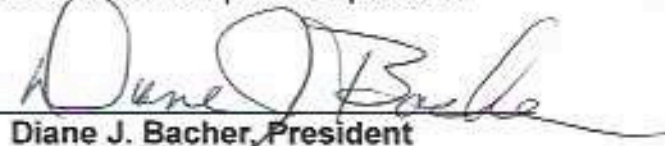
b. The Association through its Board of Directors is specifically authorized and empowered to promulgate Rules and Regulations governing and controlling permitted installation of solar energy systems and solar collectors at Starview Heights.

In Witness Whereof, the Successor Declarant with the joiner of the Association has caused this instrument to be executed as of the day and year first above written.

Successor Declarant: CPBI, LLC, A North Carolina limited liability company

By: 
Joseph P. Calderwood, Declarant

Association: Starview Heights Property Owner's Association, Inc.,
A North Carolina non-profit corporation

By: 
Diane J. Bacher, President

State of North Carolina County of Buncombe

I certify that the following person personally appeared before me this day each acknowledging to me signed the foregoing document for the purpose stated therein:
Joe P. Calderwood as Manager of CPBI, LLC, a North Carolina limited liability company.

Date: 2/11/21


Notary Public

My commission expires:

July 23 2022
(Notary Seal)

Printed Name of Notary W. Russell Farmer

